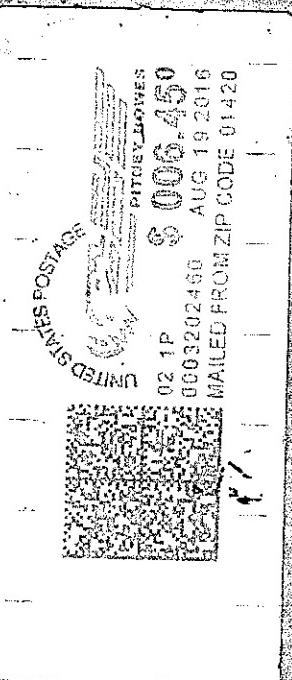


# EXHIBIT 14

PAUL JONES & CCRD SIGNED CONTRACT  
WITH MART



**Montachusett Regional  
Transit Authority**

100 Main Street  
Fitchburg, MA 01420

**To:**

Commonwealth  
Community Recovery  
Division  
79 Thompson St  
Springfield MA, 01109

MONTACHUSETT AREA REGIONAL TRANSIT

Administrator  
Mohammed H. Khan



MONTACHUSETT REGIONAL TRANSIT AUTHORITY  
100 Main Street, Fitchburg, Massachusetts 01420  
(978) 353-0333 - 1-800-854-9928 - FAX: (978) 343-0339

JAN 04 REC'D

AGREEMENT

This AGREEMENT, for the period July 1, 2015 through June 30, 2020, between the Montachusett Regional Transit Authority (hereinafter referred to as "MART"), 1427R Water Street, Fitchburg, MA 01420, a body politic and corporate, and a political subdivision of the Commonwealth of Massachusetts, organized pursuant to the provisions of Chapter 161B of the General Laws of Massachusetts and Commonwealth Community Recovery Division Inc. hereinafter referred to as the "Transportation Provider") a company qualified to do business in the Commonwealth of Massachusetts, having a usual place of business at 79 Thompson Street, Springfield, MA 01109.

WITNESSED:

Whereas, MART has entered into Agreements, with the Executive Office of Health and Human Services (EOHHS) Office of the Commonwealth of Massachusetts (hereinafter referred to as "EOHHS") through their Human Service Transportation (HST) Office; and Integrated Care Options Providers: Fallon Total Care, Commonwealth Care Alliance and Network Health

Whereas, pursuant to the provisions of said Agreements, MART is to manage certain transportation for various agency eligible consumers through various transportation models (Demand-Response and Program Based) services for the HST Office; and the Integrated Care Options Providers

Whereas, the Transportation Provider is willing and able to provide such requisite transportation services on the terms herein contained;

Now therefore, in consideration of the mutual promises and covenants contained herein, and for other good and valuable considerations, the receipt whereof by each party from the other is hereby acknowledged, the parties hereto agree to the Transportation Provider Performance Standards, the MART Brokerage Transportation Provider Additional Performance Standards, Rate Sheets and all other contract Attachments A-Q, which are by reference made a part of this Agreement, as follows:

Montachusett Regional Transit Authority and Commonwealth Community Recovery Division Inc.  
MART Brokerage Transportation Provider Contract  
Effective July 1, 2015

## A. General Conditions

### 1. COMPLIANCE WITH APPLICABLE STATUTES AND REGULATIONS

In addition to the statutes and regulations cited in this contract, the MART Brokerage Transportation Provider Additional Performance Standards and the Transportation Provider Performance Standards, the Transportation Provider shall comply with all applicable Federal and State laws, rules, regulations, ordinances, by-laws, orders or requirements of any governmental authority relating to the delivery of the services described in this Agreement. The Transportation Provider shall promptly pay all fines, penalties and damages that may arise out of or are imposed because of the Transportation Provider's failure to comply with the provision of this paragraph and shall indemnify the Commonwealth of Massachusetts, the Executive Office of Health and Human Services, the Human Service Transportation Office including the agencies represented there under, and MART, their officers, directors, agents and employees against any liability incurred as result of a violation of this section.

### 2. CONFLICT OF INTEREST

The Transportation Provider shall not enter into any arrangement whereby the Transportation Provider knowingly employs or compensates any present or former employee of the Commonwealth or any political subdivision thereof during the term of this Agreement, unless such arrangement is permitted under existing Massachusetts General Laws. The Transportation Provider agrees that it shall not engage in any conduct which violates or induces others to violate, Massachusetts General Laws regarding the conduct of public employees.

### 3. PUBLICATIONS

The Transportation Provider shall not disseminate, reproduce, display or publish any report, map, information, data or other materials or documents expressly required or produced in whole or in part pursuant to this Agreement without the prior written consent of MART.

### 4. PERIODIC REVIEW OF RATES

MART will periodically analyze all provided service and submitted rates for the purpose of providing the Commonwealth of Massachusetts with the most efficient, cost-effective operations possible. Transportation Providers will be expected to provide MART with the most cost-effective rates and services possible and may be required to renegotiate services and rates for the best interest of the Commonwealth of Massachusetts, as determined by MART.

## B. Assignment and Delegation

### 1. SUBCONTRACT

No portion of transportation services to be rendered by the Transportation Provider pursuant to this Agreement shall be subcontracted to any other person or entity without the knowledge of and timely prior written consent of MART. Where granted, the Transportation Provider shall be required to have a formal written contract agreement with their subcontractor which incorporates all of the same contract requirements. A subcontract agreement shall not relieve or discharge the Transportation Provider from any obligation or liability under this Agreement.

### 2. ASSIGNMENT OF RECEIVABLES

Claims of money due or to become due to the Transportation Provider from MART may be assigned to a bank, trust company or other financial institution, or a court appointed receiver without prior consent of MART provided that written notice of any such assignment is furnished promptly to MART.

A. Identification of Company and General Information

FINANCIAL AND LEGAL STATUS STATEMENT

1. Identification of Company:

Legally classified as:  For profit or  Non-profit  
(Check one of the above)

Full Legal Name of Organization: Commonwealth Community Recovery Division Inc.

Business Address: 79 Thompson St

Springfield, MA 01109

Days of Operation:  Mon  Tue  Wed  Thu  Fri  Sat  Sun

Hours of Operation: 9-5pm

Mailing Address: 79 Thompson St

Springfield, MA 01109

Telephone Number: 417-939-5417

Fax Number: 888-726-8386

E-MAIL Address: CCRDcorp@gmail.com

2. Legal Status of Organization: (Check All That Apply - Information Must Match W9)

Individual/Sole proprietor       C Corporation       S Corporation       Partnership

Trust/estate       Limited liability company(LLC)      If (LLC) Enter the tax classification

Other (Identify as per W9 requirements) NON-PROFIT CORPORATION EXEMPT UNDER IRS CODE SECTION  
(C=corporation, S=S corporation P=partnership)

3. Is your company receiving any Federal Assistance?

Yes       No

4. Is your company a SDO certified business?

Yes       No

5. Name of individual authorized by Chief Executive Officer/Owner to represent your organization for endorsement, discussions or negotiations related to this solicitation:

Paul Jones CEO / Director

Printed Name and Title

Paul Jones

12/09/15

Signature of Designated Representative

6. Name of Chief Executive Officer or Owner of Organization:

Paul Jones CEO / Director

Printed Name and Title

Paul Jones

12/09/15

Signature of Chief Executive Officer/Owner

(THIS FORM MUST BE NOTARIZED)

On this 31 day of Dec, 20 15, before me, the undersigned notary public, personally appeared

Paul Jones

(name of signer item #6), proved to me through satisfactory evidence

of identification which were MA Driver's License to be the person whose name is signed above.

Cherlynnachaney

(official signature and seal of notary)

My commission expires \_\_\_\_\_ My Commission Expires

January 14, 2016

Montachusett Regional Transit Authority and Commonwealth Community Recovery Division Inc.  
MART Brokerage Transportation Provider Contract

Effective July 1, 2015

**ATTACHMENT A**  
**Transportation Provider Business Certification**

Transportation Provider Name: Commonwealth Community Recovery Division INC.

Legal Address: 79 Thompson St  
Springfield MA 01109

By executing this Business Certification Form, the Transportation Provider makes, under the pains and penalties of perjury, all certifications required below and affirms it has provided all required documentation, or shall provide any required documentation upon request.

*An authorized signatory must initial each line as acceptance or certification of that term.*

*PJ*  1. **AFFIRMATIVE ACTION, NON-DISCRIMINATION IN HIRING AND EMPLOYMENT:** The Transportation Provider is and will remain in compliance with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices. The Transportation Provider commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

*PJ*  2. **NOT DEBARRED:** The Transportation Provider certifies that it and any of its proposed subcontractors are not currently debarred or suspended by the federal or state government under any law or regulation.

*PJ*  3. **TAX COMPLIANCE:** The Transportation Provider certifies Tax Compliance with Federal tax laws; State tax laws including G.L. c. 62C, G.L. c. 62C, s. 49A (the Transportation Provider has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support and is in good standing with respect to all returns due and taxes payable to the commissioner of revenue); reporting of employees and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A, s. 12.

*PJ*  4. **NO RECENT BANKRUPTCY/RISK:** The Transportation Provider certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Transportation Provider certifies that it will immediately notify the Broker(s) in writing if there is any risk to the solvency of the Transportation Provider that may impact the Transportation Provider's ability to timely fulfill the terms of any Transportation Contract with MART.

*PJ*  5. **DISCLOSURE OF JUDGEMENTS/CONVICTIONS ETC.:** The Transportation Provider shall affirmatively disclose the details of any pertinent judgment, criminal conviction, investigation or litigation pending against the Transportation Provider or any of its officers, directors, employees, agents, or subcontractors of which the Transportation Provider has knowledge, or learns of during the term of any Transportation Contract with MART.

*PJ*  6. Transportation Providers must affirmatively disclose any potential change in its legal organization at least 45 days prior to the change; which includes changes in the officers, directors, or the legal entity.

*PJ*  7. **FILING OF REQUIRED CERTIFICATES AND REPORTS:** The Transportation Provider certifies compliance with filing requirements for the Secretary of the Commonwealth and Office of the Attorney General or other Departments as related to its conduct of business in the Commonwealth.

Montachusett Regional Transit Authority and Commonwealth Community Recovery Division Inc.  
MART Brokerage Transportation Provider Contract  
Effective July 1, 2015

PJ ✓

**8. EMPLOYER REQUIREMENTS:** If an employer, the Transportation Provider certifies compliance with applicable state and federal employment laws or regulations, including but not limited to minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance, child labor laws, AGO fair labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 1504 (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 151A (Employment and Training); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers' Compensation); G.L. c. 153 (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 (Federal Family and Medical Leave Act; AGO Consumers and Civil Rights.

PJ ✓

**9. ANTI-LOBBYING REQUIREMENTS:** The Transportation Provider certifies compliance with federal anti-lobbying requirements including 31 USC 1352; other federal requirements when receiving federal funds; Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act.

PJ ✓

**10. DRUG FREE WORKPLACE:** The Transportation Provider commits to a drug-free workplace, in accordance with the Drug-Free Workplace Act of 1988 (41 USC 702).

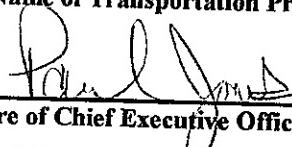
PJ ✓

**11. CERTIFICATE OF GOOD STANDING** (Department of Revenue): The Transportation Provider certifies that they are in good standing with any and all returns due and taxes payable to the Commonwealth. Per G.L. c. 62C, §§ 51 and 52, G.L. c. 138, § 64 and G.L. c. 156D, § 15. The Transportation Provider must submit a copy of their Certificate of Good Standing from the Department of Revenue with their contract.

PJ ✓

**12. CERTIFICATE OF GOOD STANDING/BUSINESS CERTIFICATE:** The Transportation Provider (if an LLC or Corporation) must submit a copy of their Certificate of Good Standing from the Secretary of Commonwealth with their contract. Per 950 CMR 113.00, M.G.L. c. 156D. If not an LLC or Corporation you are required to submit a Business Certificate from the City or Town your Business is registered in.

Legal Name of Transportation Provider: Commonwealth Community Recovery Division Inc



CEO / Director

Signature of Chief Executive Officer/Owner or Designated Representative

12/09/15

Date

Printed Name of Chief Executive Officer/Owner or Designated Representative

Paul Jones

Title of Person Signing

CEO / Director

## ATTACHMENT

## **TRANSPORTATION PROVIDER DRIVER/MONITOR/SUPERVISOR/DISPATCHER LOG**

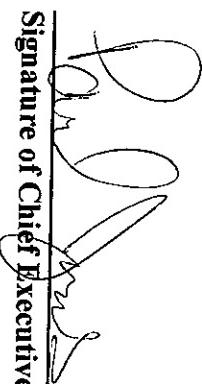
**(if multiple pages are required please copy this form and label as page 6, a, b, c, etc.)**

**TRANSPORTATION PROVIDER NAME:** Community Recovery Division Inc.

**Massachusetts Regional Transit Authority and Commonwealth Recovery Division Inc  
MART Brokerage Transportation Provider Contract**

ATTACHMENT B SIGNATURE AND NOTARY PAGE

(THIS FORM MUST BE NOTARIZED)



Signature of Chief Executive Officer or Designated Representative

03/23/16  
Date Completed

On this 23 day of March, 20 16, before me, the undersigned notary public, personally appeared

Paul Jones

(name of signer item #6), proved to me through satisfactory

evidence of identification which were MAPL 549769293 to be the person whose name is signed

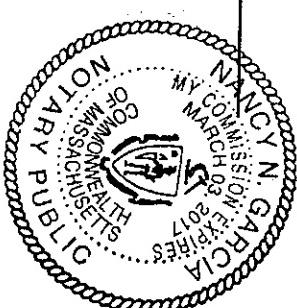
above.



(official signature and seal of notary)

My commission expires March 3, 2017

Montachusett Regional Transit Authority and Commonwealth Community Recovery Division Inc.  
MART Brokerage Transportation Provider Contract  
Effective July 1, 2015



**ATTACHMENT C**

**TRANSPORTATION PROVIDER NAME:** Commonwealth Community Recovery Division Inc.  
**Signature of Chief Executive Officer/Owner or Designated Representative** Bruce J. Dugan 03/23/16

**DURING THE CONTRACT PERIOD MUST BE SUBMITTED TO MART IMMEDIATELY. ALL VEHICLES MUST HAVE A VALID/PASSED INSPECTION STICKER, ACTIVE REGISTRATION AND INSURANCE AT ALL TIMES AND MEET CONTRACT VEHICLE REQUIREMENTS.**

**MARI Brokerage Transportation Provider Contract**  
**Effective July 1, 2015**

**ATTACHMENT D**  
**MART TRANSPORTATION PROVIDER CERTIFICATION OF**  
**CORI AND REGISTRY OF MOTOR VEHICLE HISTORY REPORT**

By signing this form, you certify that your company obtains Registry of Motor Vehicle (RMV) history reports for all drivers, either the attested or unattested version from the Massachusetts Registry of Motor Vehicles or the equivalent from another state, if applicable, and that your company obtains Criminal Offender Record Information (CORI) reports on all employees prior to contact with agency consumers and annually thereafter.

Please indicate below your company's designated CORI Certified individual, who is responsible for requesting CORI's and ensuring employment decisions are consistent with EOHHS CORI requirements specified in 101CMR 15.00. (Attached document D-1)

Paul Jones

Printed Name and Title of CORI Certified Individual

Paul Jones

Signature of Chief Executive Officer/Owner  
or Designated Representative

Commonwealth Community Recovery Division Inc.  
Company Name

Paul Jones

Printed Name of Chief Executive Officer/Owner  
or Designated Representative

December 12, 2015

Date

**ATTACHMENT E**  
**Electronic Invoice Cover Sheet Approval Form**  
**for Vendor Portal Billing**

Please indicate below the names of additional persons that your company authorizes in the Vendor Portal to electronically sign invoice cover sheets for billing.

Lindsey Sheppard  
Name of Authorized Person

Clerk  
Title

Paul Jones  
Name of Authorized Person

CEO/Director  
Title

Name of Authorized Person

\_\_\_\_\_  
Title

Paul Jones  
Signature of Chief Executive Officer/Owner  
or Designated Representative

December 12, 2015  
Date

This form is to be processed if someone other than the Chief Executive Office/Owner or Designated Representative is being authorized to submit the finalized invoice coversheets. The authorized individuals indicated above will be the only electronic signatures accepted.

**ATTACHMENT F**

**Termination of Agreement**

**a. Without Cause**

Either party may, upon sixty (60) calendar days written notice to the other, terminate this Agreement without cause and without liability for any termination cost; provided, however, that any such termination shall not offset any obligations or liabilities of either party which have accrued prior to such termination.

**b. For Cause**

If either party fails to provide required services, or otherwise failing to fulfill its obligations, either party may terminate this Agreement by giving written notice to the other at least seven (7) calendar days prior to the effective date of termination stated in the notice. The notice shall state circumstances of the alleged breach and may state a reasonable period, not less than seven (7) calendar days, during which the alleged breach may be cured, subject to the approval of the aggrieved party. In circumstances of gross misconduct or endangerment issues, MART may immediately terminate the contract upon written notification.

**c. Early Termination: Elimination or Reduction in Funding**

If there is a reduction or complete elimination of funds appropriated for any agency transportation provided under this Agreement, MART may terminate this Agreement by providing written notice of termination effective not less than thirty (30) calendar days after date of notice from funding agency..

**Obligation in Event of Termination**

Upon termination of this Agreement, for any reason, the following shall apply:

**Transfer of Consumers**

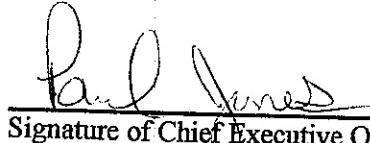
- a. If MART has a continuing responsibility to provide transportation for consumers, MART shall promptly take all reasonable steps necessary to provide alternate services for such consumers or remove them from services maintained by the Transportation Provider there under. The Transportation Provider shall use its best efforts to provide for the health and safety of such consumers for a reasonable period of time, while MART arranges for their transfer and shall cooperate fully with MART efforts to transfer consumers.
- b. The Transportation Provider shall, upon request provide a copy of consumer records to MART. The reasonable cost of such transfer will be borne by the Transportation Provider.

**Subsequent Audit**

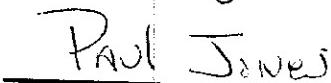
- a. If this Agreement is terminated without inspection, review or audit, MART retains the right to conduct an inspection, review or audit and to disallow reimbursement and/or recover funds if any finding warrants such action.

I have read, fully understand and accept the above Termination Clauses.

Signed under the pains and penalties of perjury on this date: December 12, 2015



Signature of Chief Executive Officer/Owner or Designated Representative



Printed Name of Chief Executive Officer/Owner or Designated Representative



Printed Title

**ATTACHMENT G**  
**WAIVERS, SEVERABILITY AND JURISDICTION**

**1. WAIVERS**

The obligations and conditions imposed by this Agreement can be waived only by written agreement. Forbearance or indulgence by a party shall not be construed as a waiver, nor limit the remedies available to that party. No waiver by either party of any default or breach there under shall constitute a waiver of any subsequent default or breach.

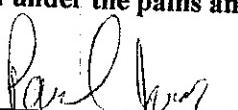
**2. SEVERABILITY**

If any provision of this Agreement is found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of this Agreement shall continue in force.

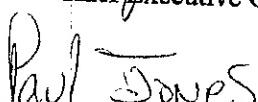
**3. JURISDICTION**

The parties agree that if any legal dispute involving this contract arises, they will make their best reasonable efforts to resolve the issue. If such issue cannot be resolved, then the exclusive jurisdiction for any court litigation shall be in the Commonwealth of Massachusetts, Worcester County.

Signed under the pains and penalties of perjury on this date: December 12, 2015



Signature of Chief Executive Officer/Owner or Designated Representative



Printed Name of Chief Executive Officer/Owner or Designated Representative

CEO / Director

Printed Title

**ATTACHMENT H  
APPENDIX 1**

**TRANSPORTATION PROVIDER PERFORMANCE STANDARDS**

**Effective: 07-01-2015**

**INTRODUCTION**

**I. GENERAL**

- A. Definitions
- B. General Business Standards

**II. TRANSPORTATION OPERATIONS**

- A. Administration
- B. Transportation Service Standards
- C. Program Affiliation Agreements
- D. Inclement Weather
- E. Emergency, Accident and Safety Response and Reporting
- F. Insurance Requirements
- G. Communications/Dispatch

**III. VEHICLE AND EQUIPMENT REQUIREMENTS**

- A. Minimum Standards for All Vehicles
- B. Non-Ambulatory Vehicle (Chair Car) Additional Requirements and Securement Standards

**IV. PERSONNEL REQUIREMENTS**

- A. Driver Qualifications
- B. Monitor Qualifications
- C. Driver and Monitor Training
- D. Personnel Policies/Documentation

**V. DRIVER AND MONITOR PERFORMANCE STANDARDS**

**VI. TRIP PERFORMANCE STANDARDS**

- A. Time Measured Standards
- B. Quality Monitoring
- C. Corrective Action/Provider Accountability

**VII. REPORTS, RECORDKEEPING AND BILLING**

**VIII. DATA PRIVACY AND SECURITY**

- A. Definitions
- B. Transportation Provider's Obligations
- C. Business Associate Related Provisions
- D. Permitted Uses and Disclosures of PI by Transportation Provider
- E. Termination
- F. Effect of Termination

## INTRODUCTION

The Commonwealth of Massachusetts has established a statewide Human Service Transportation (HST) coordination initiative, which utilizes a Broker system of managing transportation services for eligible Consumers from various programs and state agencies (HST Brokerage System). Selected Regional Transit Authorities act as HST Brokers and arrange transportation by subcontracting with qualified Transportation Providers. By participating in the HST Brokerage System, the Transportation Provider is under contractual agreement to provide safe, professional and on-time transportation service, which is provided with dignity and respect and in the least intrusive way possible for eligible HST Consumers. It is the Transportation Provider's responsibility to be aware of, and to comply with all terms, conditions and requirements of its contractual agreements with the HST Broker. The contractual agreement between the HST Broker and the Transportation Provider is referred to herein as the "Transportation Provider Subcontract."

This "Transportation Provider Performance Standards" document specifies the Commonwealth of Massachusetts' minimum performance standards and requirements for all transportation services delivered under a Transportation Provider Subcontract with an HST Broker (and identified as "Universal"), unless specifically limited and so identified herein. Standards that are limited in scope to either a specific agency or category ("Program-Based" or "Demand-Response" transportation) are labeled accordingly. Both the Universal Standards and those limited in scope to a specific Agency or category are subject to periodic revision, as needed, to further enhance the HST Transportation Program and/or to comply with federal, state or local regulations or standards.

Participating Massachusetts Agencies may also establish additional Transportation Provider performance standards that are unique to each Agency due to the specific Consumers served and/or program requirements.

## I. GENERAL

### A. DEFINITIONS

Agency (also known as Funding or Referring Agency or Department): an eligible state entity that purchases brokerage and transportation services in the HST Brokerage System for its Consumers that are provided pursuant to the Broker Contract between EOHHS and the Broker.

Ambulatory Transportation: Transportation primarily intended for persons who are able to travel without significant assistance. Such transportation is provided by any of several types of vehicles, including passenger sedans and station wagons, vans, or mini-buses, and which are licensed by the city or town in which the operating business is located.

Broker (also referred to as HST Broker or Contractor): The entity selected by EOHHS to procure and manage certain human service Consumer transportation within a defined HST service area.

Broker Contract (or HST Broker Contract or HST Broker Services Contract): the currently-effective agreement between EOHHS and the Broker whereby the Broker arranges transportation for Agency Consumers through subcontracts with Transportation Providers within a designated HST service area.

Consumer (or Agency Consumer or HST Consumer): A person eligible for Agency-funded transportation services under the HST Brokerage System. May also be referred to as a Member.

Critical Incident: Any Incident that involves an emergency or urgent event, including vehicle crash, Consumer medical emergency, suspected Consumer abuse, Consumer behavior, fall and/or injury, possible abandoned child or Consumer unaccounted for, EMT or police involvement or any loss of mobile device containing protected Consumer information.

Curb-to-Curb Service – The level of transportation service in which the Consumer/passenger is picked up at the curb by their location of origin and dropped off at the curb by their destination. The driver may help passengers with boarding and exiting but does not provide assistance in getting from the door of a building to the curb or vice versa.

Demand-Response Transportation: Transportation provided in response to an approved request for transportation of a Consumer to a covered medical service or other human service activity that occurs on an *as needed* basis. Demand-Response Transportation includes but is not limited to: transportation to MassHealth eligible medical services, excluding day habilitation (however, transportation for mid-day medical appointments from day habilitation programs would also be considered Demand-Response); and, in limited cases, transportation for Massachusetts Commission for the Blind (MCB) and Massachusetts Rehabilitation Commission (MRC) Agency Consumers.

Destination Facility (may also be referred to as Facility or Program): Site where the human service program or medical service for the Consumer is being provided, such as a clinical site, childcare facility, or day program site and to which transportation is being provided.

Human Service Transportation (HST): Includes the transportation needs for Consumers of several human service agencies within the Executive Office of Health and Human Services (EOHHS). The scope of the Transportation Provider Subcontract may expand to Consumers of other agencies in the future.

**HST Office:** The central administrative entity within EOHHS that coordinates HST contracting for state human service, elder and transportation agencies. The HST Office administers and monitors the Broker Contract.

**Incident:** Any occurrence that impacts the provision of normal transportation services and thereby interferes with the strict performance of the Transportation Provider Subcontract. Examples include, but are not limited to: vehicle accident, Consumer fall and/or injury, disruptive Consumer behavior, health, hygiene or medical event for person on board, seat belt or wheelchair securement issue, late pickup or vehicle no-show.

**Monitor:** An employee of the Transportation Provider who serves to assist or ensure the safety of one or more Consumers during Transportation, by following designated Consumer-specific assignments and providing supervision and assistance to all Consumers on the vehicle when necessary and providing mobility assistance upon entering or exiting the vehicle, or from the pick-up point to the Destination Facility (if door-to-door transportation is authorized).

**Non-Ambulatory (Chair Car) Transportation:** Transportation provided by a motor vehicle that is specifically equipped to carry one or more persons who use a wheelchair or other mobility devices and that meets the vehicle specifications in Section III.B.

**One-Way Trip:** Transportation of a Consumer between the pick-up point (origin) and the destination point, as indicated on the Transportation Request. The return trip to the origin point is considered a separate One-Way Trip.

**Program-Based Transportation:** Transportation that occurs on a regular schedule (e.g. daily) to a common program or Destination Facility, typically provided on a scheduled route, grouped trip basis. Program-Based Transportation includes, but is not limited to, transportation to the following programs: Department of Public Health's (DPH) Early Intervention program, Department of Developmental Services (DDS) day/work programs, Department of Mental Health (DMH) Clubhouse programs, MassHealth funded Day Habilitation, and certain programs or services through Massachusetts Commission for the Blind (MCB) and Massachusetts Rehabilitation Commission (MRC).

**Transportation Provider or Provider (also referred to more generally as a subcontractor of Broker):** A local transportation delivery entity under contract to a Broker for the direct provision of transportation services (vehicles and drivers) for HST Consumers.

**Transportation Request:** Documentation prepared by an Agency and forwarded to the Broker to initiate transportation services for a Consumer. This includes the MassHealth Prescription-For-Transportation Form (PT-1) and the HST Transportation Request Form (TR). The PT-1 form is used for MassHealth Demand-Response Transportation service. The TR form is used for both Demand-Response and Program Based service. The TR form will note if the request is for Demand-Response Transportation service; otherwise the request is for Program-Based Transportation service.

**Universal:** When a standard is labeled "universal", that means the standard applies to all forms of transportation provided under the Transportation Provider Subcontract, including both Demand-Response and Program-Based Transportation.

## **B. GENERAL BUSINESS STANDARDS**

- 1. UNIVERSAL>** The Transportation Provider shall, unless otherwise exempted by law, indemnify and hold harmless the Commonwealth of Massachusetts, including, without limitation, EOHHS, the HST Office, any Agency, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the Commonwealth may sustain, which arise out of or in connection with the Transportation Provider's performance under the Transportation Provider Subcontract, including but not limited to the negligence, reckless or intentional conduct of the Transportation Provider, its agents, officers, employees or subcontractors. This provision shall survive the termination of the Transportation Provider Subcontract.
- 2. UNIVERSAL>** The Transportation Provider shall at no time be considered an agent or representative of a state Agency or the Commonwealth, and it shall not hold itself out as such.
- 3. UNIVERSAL>** The Transportation Provider shall not have any claim against or seek payment from the Commonwealth of Massachusetts, including, without limitation, EOHHS, the HST Office, any Agency, its agents, officers and employees, for any service rendered pursuant to the Transportation Provider Subcontract with Broker, or the Broker Contract between the Broker and EOHHS. Instead, the Transportation Provider shall look solely to the Broker for payment with respect to services rendered. Furthermore, the Transportation Provider shall not maintain any action at law or in equity against the Commonwealth of Massachusetts, including, without limitation, EOHHS, the HST Office, any Agency, its agents, officers and employees, to collect any sums that are owed by the Broker under the Transportation Provider Subcontract for any reason, even in the event that the Broker fails to pay for or becomes insolvent or otherwise breaches the terms and conditions of that agreement. This provision shall survive the termination of the Transportation Provider Subcontract with the Broker.
- 4. UNIVERSAL>** The Transportation Provider is a subcontractor to the Broker and is subject to the provisions of the Commonwealth Terms and Conditions and Standard Contract terms. In addition to any termination provisions established by the Broker under its Transportation Provider Subcontract with the Transportation Provider, the HST Office retains the right to require the Broker to terminate the Transportation Provider Subcontract for cause if the Transportation Provider breaches any material term or condition or fails to satisfactorily meet the general performance standards specified in this Attachment. Transportation Provider subcontracts are not transferable, unless prior approval of the HST Office is granted.

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5. **UNIVERSAL**> The Transportation Provider must obtain and maintain in current status any and all business licenses, permits, certificates and registrations required by Federal, State or local laws, rules and regulations and must provide copies to the Broker upon request.
6. **UNIVERSAL**> Disclosures on Ownership and Control; Business Transactions; Criminal Convictions
  - A. The Transportation Provider must:
    - (1) Make disclosures to the Broker required of a provider under 42 CFR 455.104 on ownership and control at any of the following times, or upon Broker or EOHHS request: (i) upon submission of an application to become a Transportation Provider; (ii) upon executing a Transportation Provider Subcontract with the Broker to be a Transportation Provider; (iii) upon request during requalification; and (iv) within 35 days after any change in ownership of the Transportation Provider;
    - (2) Furnish full and complete information to the Secretary of the United States Department of Health and Human Services, the Broker or EOHHS, as applicable, required of a provider under 42 CFR 455.105 related to business transactions within 35 days of the date on a request for such information by the Secretary of the United States Department of Health and Human Services, the Broker or EOHHS;
    - (3) Make disclosures to the Broker required of a provider under 42 CFR 455.106 on persons convicted of crimes before entering into or renewing a Transportation Provider Subcontract with the Broker to be a Transportation Provider, or at any time upon written request; and
    - (4) Make disclosures to the Broker required of a provider under 42 CFR 1002.3(a) on relationships to excluded, penalized or convicted persons upon entering into or renewing a Transportation Provider Subcontract with the Broker to be a Transportation Provider, or at any time upon written request.
  - B. Unless otherwise instructed, for purposes of making the disclosures set forth in subsection B.6.A, above, the Transportation Provider shall use the form required by the Broker for such purpose. The Transportation Provider or applicant must fully and accurately complete the form (or such portions as directed) and sign, date and return it to the Broker within the required time period. Notwithstanding anything to the contrary on the form, the Transportation Provider must return the completed form to the Broker, and completion of such form (or portions thereof as directed) shall be required, at the times set forth in subsection B.6.A, above.
  - C. The Broker reserves the right to terminate the Broker's Transportation Provider Subcontract with the Transportation Provider, require the removal of Transportation Provider personnel, or take other action if the Transportation Provider fails to timely provide such information or due to the information contained in the Transportation Provider's disclosures.

## II. TRANSPORTATION OPERATIONS

### A. ADMINISTRATION

The Transportation Provider shall:

1. **UNIVERSAL**> Ensure that vehicles used for HST Transportation are owned, leased, or otherwise controlled by the Transportation Provider by means of a written agreement.
2. **UNIVERSAL**> Ensure that all vehicles (both primary and backup) used for HST Transportation meet the specifications as described herein in Section III, and have a sufficient number available to transport Consumers during the time established by the Broker or when an emergency arises. The Provider shall furnish to the Broker a list of all vehicles that will be used under the provisions of the Transportation Provider Subcontract and update that list whenever any changes are made. This list shall include the make, model year, vehicle identification number (VIN), license number and vehicle type for each vehicle to be used to transport HST Consumers.
3. **UNIVERSAL**> Remove from service any vehicle that is unsatisfactory or questionable for safety or roadworthiness (e.g. two-way radio inoperative, inspection shows problems, due for maintenance, etc.), and comply with any instruction from the Broker to immediately remove a vehicle from service when deemed unsafe or unsuitable by the Broker.
4. **UNIVERSAL**> Ensure that all personnel meet the applicable qualification requirements. The Transportation Provider shall designate at least one employee to obtain CORI (Criminal Offender Record Information) certification, who is responsible for requesting CORIs and ensuring employment decisions are consistent with EOHHS CORI requirements specified in 101 CMR 15.00. The Provider must have a CORI policy that meets the Department of Criminal Justice Information Services' (DCJIS) requirements. The Provider's CORI procedures are subject to audit. The Provider must furnish to the Broker a list of all drivers, Monitors (where applicable), supervisors, dispatchers and other employees who

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provide any services associated with the provisions of the Transportation Provider Subcontract with the Broker, and update that list whenever any changes are made.

5. **UNIVERSAL>** Upon request, provide the Broker, HST Office or Agency with the credentials of any Transportation Provider employee. The Broker or Agency has the right to deny the approval of any driver or Monitor, or to require the Provider to replace any driver or Monitor in the performance of HST services, for any reason.
6. **UNIVERSAL>** Be responsible for all recruiting and hiring of backup drivers and Monitors (where applicable). Such responsibility shall not be delegated to the drivers and Monitors. The Transportation Provider shall ensure that all back up, replacement, and substitute personnel (drivers, Monitors, dispatchers, supervisors, etc.) meet all of the requirements as set forth in this document and in any attachments.
7. **UNIVERSAL>** Ensure that a training officer or other supervisor attends Broker sponsored training sessions and provides such training to drivers and Monitors (where applicable).
8. **UNIVERSAL>** Submit to the Broker for approval any policies relating to personnel, procedures or equipment that will be used in the provision of services under the Transportation Provider Subcontract with the Broker.
9. **UNIVERSAL>** Demonstrate continual compliance with HST Office, EOHHS, Agency-specific and Broker standards for transportation service, trip verification, personnel qualifications and performance, field inspections and audit, reporting, record keeping, billing and complaint response.

## B. TRANSPORTATION SERVICE STANDARDS

The Transportation Provider shall:

1. **UNIVERSAL>** Provide Curb-to-Curb service, unless another level is specifically authorized by the Agency, in a professional, safe and courteous manner. The driver and Monitor (if present) shall assist Consumers with entry or exit of vehicle; however, the driver shall remain in or near the vehicle at all times that a Consumer is present in the vehicle and shall not enter any buildings.
2. **UNIVERSAL>** Ensure that Consumers are not transported to any destination, for any scheduled session, or released to any person without prior authorization from the Broker. The Broker has the right to approve all stops, routes and changes.
3. **UNIVERSAL>** Ensure that a Consumer is never stranded. A Consumer is stranded if he or she has been transported to their scheduled service and is left without a return trip (unless alternate arrangements have been timely made and communicated among the Consumer, Destination Facility, parent/guardian and/or residential facility staff, as applicable). If the Provider is assigned a trip by the Broker and accepts it, then the Provider is obligated to complete the assignment, unless properly cancelled prior to initiation due to inclement weather.
4. **PROGRAM-BASED TRANSPORTATION ONLY>** Ensure that Consumers are never left unattended. If the vehicle arrives late (after designated start/end time) to the Destination Facility and no staff is available, it is the driver/Monitor's responsibility to escort the Consumers together to and from a responsible staff person.
5. **UNIVERSAL>** Provide and assign transportation safety Monitors upon request by the Broker. Monitor requests will be processed by the Broker and forwarded to the Transportation Provider for implementation. Additionally, Monitors may be authorized for certain individual Consumers based on their behavioral or medical needs. No more than one Monitor will be funded in a vehicle without an approved waiver from the Broker.
  - 5.a. **DPH (Early Intervention) ONLY>** Provide a Monitor in any vehicle whenever routing results in three or more children without a parent or guardian in a vehicle.
6. **UNIVERSAL>** Allow only persons authorized by the Broker to be transported in vehicles with Agency Consumers. The following may not be transported: children of employees or other children in their care and pets other than Consumers' service animals (e.g., guide dogs). Drivers must be aware of and comply with the Americans with Disabilities Act (ADA),

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and all other applicable federal and state laws and regulations pertaining to the requirement to transport and accommodate service animals.

7. **UNIVERSAL>** Ensure the number of persons in the vehicle, including the driver, shall not exceed the vehicle manufacturer's approved seating capacity.
8. **UNIVERSAL>** Report Consumer no-shows to the Broker and the Facility staff, where applicable, when the Consumer doesn't call the Transportation Provider or Broker to cancel a trip at least one (1) hour before the scheduled pick-up time. The Broker or Agency may conduct a service review for any Consumer with repeated no-shows. The Transportation Provider cannot initiate or demand a suspension of services to a Consumer.
9. **UNIVERSAL>** Ensure that services are not suspended for any Consumer without prior authorization from the Broker.
10. **UNIVERSAL>** Place in service all back up vehicles within thirty (30) minutes of such a request. If the Transportation Provider fails to comply with this provision, alternate quality service shall be authorized by the Broker at the Transportation Provider's expense.
11. **PROGRAM-BASED TRANSPORTATION ONLY>** Provide adequate back-up vehicles and personnel to comply with the service requirements as set forth in these specifications for the duration of the Transportation Provider Subcontract with the Broker. It is recommended that, at a minimum, the Provider have one comparable spare vehicle and driver for every ten (10) vehicles under contract.
12. **PROGRAM-BASED TRANSPORTATION ONLY >** Make every effort to assign consistent drivers and Monitors, where applicable, to each route. The Provider shall furnish to parents/residential staff and Facility staff the names of their drivers and Monitors and notify them in advance of any scheduled change in these personnel.
13. **PROGRAM-BASED TRANSPORTATION ONLY >** Perform all routing functions in accordance with the following safety performance standards. The Transportation Provider may alter Program-Based routes in order to ensure maximum safety for Consumers so that, wherever possible, pick-up and drop-off points are on the same side of the street as the Consumer's home or Destination Facility. Whenever possible, vehicles should pull into driveways, but only when there is sufficient space for the vehicle to turn around and exit the driveway forward facing, and in the case of private driveways, with the owner's permission. No vehicle shall back out of driveway onto the street, except as specified below in 13.a. The appropriateness of the routing and the number of vehicles used are subject to the discretion of the Broker, throughout the duration of the Transportation Provider Subcontract with the Broker. The Transportation Provider shall comply with the Agency's request not to combine routes going to different sites without the Broker's written approval.
  - 13.a **DPH ONLY>** The Provider may allow a vehicle to back out of a driveway only when transporting children and maximum safety for boarding and exiting vehicles requires it.
  - 13.b **DDS ONLY>** The Provider shall adjust monthly billing to the Broker to reflect routing changes and all other alterations which take place due to the requirements of Section 13, for the corresponding month of service.
  - 13.c **DDS/DAYHAB ONLY>** The Provider shall exercise due diligence (including any available electronic or other scheduling means available) in maintaining routing efficiency while seeking to maintain full vehicle capacity to include the 90 minutes of routing time commencing from the time of first pickup through and until the final destination. The routing time shall be inclusive of potential double runs that may be accomplished within the contracted 90 minute routing timeframe. Routing time and not vehicle capacity shall be the final determinant in scheduling consumers on DDS or DayHab routes. Waivers of these standards must be in writing and are at the discretion of the Broker/RTA.
14. **PROGRAM-BASED TRANSPORTATION ONLY>** Respond to any program-based Transportation Request (TR) Form submitted by the Broker within two (2) business days.
15. **DEMAND RESPONSE ONLY>** Exercise due diligence in actively seeking ride share opportunities among the transportation consumers served. Ride share may not add more than 45 minutes of additional travel time for any consumer as compared to direct routing of a consumer's transportation.

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**16. DEMAND RESPONSE ONLY>** Exercise due diligence in actively verifying the identity of every Consumer transported prior to the Consumer boarding the vehicle or embarking on the trip. Identity should be verified by asking the Consumer to state their name, or in the case of Consumers traveling with escorts, children, or parents, asking that the name of the Consumer for whom the trip is scheduled be given. If the name given is not the name of the Consumer for whom the trip is scheduled, transportation should not be provided.

**C. PROGRAM AFFILIATION AGREEMENTS: Program-Based Transportation Only:**

The Transportation Provider shall:

1. Develop with the Facility Director (or his/her designee) and execute with the Facility a written affiliation agreement regarding the following:
  - a. Inclement weather policy – the Transportation Provider's decision to cancel transportation during inclement weather should be made two to three hours before the Facility's start time in cooperation with the Facility Director. If the Transportation Provider determines that road conditions are too dangerous, he/she may cancel transportation even if the Facility remains open; however, the Transportation Provider must notify the Facility and parents/guardians of the cancellation.
  - b. Overall communication procedures, including:
    - Contact persons;
    - Telephone/fax numbers; and
    - Emergency contacts and telephone numbers.
  - c. Routing and schedules – including, specific arrival and departure locations and procedures and updated routing information as necessary. Transportation Provider is not required to remain longer than 15 minutes beyond the agreed upon departure time due to Consumer behavioral concerns.
  - d. Incident reporting procedures – including:
    - The Transportation Provider shall immediately notify the Broker and the Facility of an Incident occurring during the transit of Consumers.
    - A follow-up report shall be filed with the Broker and the Facility within twenty-four (24) hours.
  - e. Orientation - Drivers and Monitors (at the Transportation Provider's expense) must be available to attend an orientation with Facility staff within two weeks of hiring and annually thereafter. This may include Sensitivity and Human Rights training. The Transportation Provider shall initiate contact with the Facility to insure compliance and to coordinate the scheduling of the orientation. The orientation will not exceed one hour in duration and its purpose is familiarization with Facility operations and sensitivity to Consumer needs.
2. Ensure that a copy of this Affiliation Agreement is kept on file at both the Transportation Provider and Facility offices. This Affiliation Agreement shall be submitted to the Broker before the commencement of services. Any disputes between the Transportation Provider and the Facility should be referred immediately to the Broker.

**D. INCLEMENT WEATHER**

1. **UNIVERSAL>** It is the Transportation Provider's responsibility to make any decision to cancel transportation during inclement weather. The primary consideration in this decision making process must always be Consumer safety.
2. **UNIVERSAL>** The decision to cancel transportation should:
  - a. Consider road conditions, weather forecasts, school closings, emergency declarations, etc.;

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- b. Be made in consultation with the Facility/Program, if applicable; and
  - c. Be made as soon as possible and optimally at least two hours before the scheduled trip.
3. **UNIVERSAL>** If the Transportation Provider determines that conditions are too dangerous for the safe transportation of Consumers, the Provider may cancel transportation even if the Facility or Program/MassHealth Provider remains open; however, the Transportation Provider must notify the Consumer, Program (if applicable) and Broker of the cancellation.
  4. **UNIVERSAL>** When notifying Consumers of the cancellation of transportation, the Transportation Provider must emphasize that the cancellation is only for transportation and that the Program may still be open for service.
  5. **PROGRAM-BASED TRANSPORTATION ONLY>** The Transportation Provider must also adhere to specific Affiliation Agreement requirements regarding inclement weather cancellation procedures. (See Section II.C.1.a. above.)

#### **E. EMERGENCY, ACCIDENT AND SAFETY RESPONSE AND REPORTING**

The Transportation Provider shall:

1. **UNIVERSAL>** Ensure that drivers and Monitors (where applicable) are aware of the condition of any Consumer while in transit and if an emergency arises (including, but not limited to bleeding, breathing difficulty, unconsciousness, suicide threat, etc.) adhere to the following procedures:
  - a. Driver or Monitor must notify the dispatcher/supervisor immediately and if an emergency Facility (hospital, Police Dept., Fire Dept., etc.) that is known to be staffed with emergency response personnel is within one minute's travel time of the driver's location then proceed immediately to that emergency facility.
  - b. If the driver is unsure of the distance, location or appropriate staffing of the emergency Facility or circumstances prohibit transport (i.e. disabled vehicle), or the nature of the emergency (i.e. life threatening) requires immediate first aid, then the driver should notify the dispatcher and give his/her exact location and request emergency assistance (EMT, ambulance, state/local police, Fire Department, etc.).
  - c. If the emergency is the result of a motor vehicle accident involving personal injury and/or property damage, the driver must remain at the scene and request emergency assistance. The driver should then administer first aid as needed and when emergency personnel arrive, explain to them in detail the Incident and the care that was provided;
  - d. Throughout the emergency, all possible efforts should be made to reassure and keep calm all Consumers in the vehicle.
  - e. If requested, the dispatcher/supervisor must immediately contact emergency personnel that are nearest to the driver's location and dispatch a back-up vehicle to transport any Consumers not involved in the emergency to their destinations.
  - f. The dispatcher/supervisor must notify the Facility, parents or residential staff and the Broker immediately by phone and provide the names of the Consumers involved and the nature of the emergency. Extreme care should be exercised so as not to alarm the caregivers of Consumers who may be in the vehicle but not in danger.
  - g. A formal written report must be submitted to the Broker within 24 hours.
2. **UNIVERSAL>** Report immediately by phone to the Broker and the Facility, if applicable, each and every Critical Incident, as defined. The Transportation Provider shall establish live verbal contact with the Broker and the Facility, if applicable. Leaving a voicemail message does not satisfy this requirement.
  - a. In the event of a motor vehicle accident with Consumers on board, seek medical help as specified in Section II.E.1 above. If there are no obvious injuries, consult with family, day or residential staff members to determine that need. A formal written report shall be submitted to the Broker within twenty-four (24) hours; and

- b. For any of the following Incidents involving a Consumer, whether injury is apparent or not, ensure the Driver reports to the Facility and the dispatcher; the dispatcher must in turn notify the Broker immediately by phone:
  - (1) Falling while getting into or out of the vehicle;
  - (2) Falling while in the vehicle;
  - (3) Any assault, including biting Incidents; or
  - (4) Emergency braking of the vehicle or any other Incident that results in tipping over of a wheelchair.
- 3. **UNIVERSAL>** Comply with M.G.L. chapter 119, §51A, M.G.L. chapter 19A, §15 and M.G.L. chapter 19C regarding mandated reporting of suspected abuse or neglect, as follows:
  - a. Transportation Provider employees who, in their professional capacity, have reasonable cause to believe that abuse of a disabled person, elder person, or abuse or neglect of a child has occurred shall make an oral report to their supervisor immediately and in writing within twenty-four (24) hours after the oral report;
  - b. The supervisor must notify the Referring Agency and Broker immediately by phone and submit a copy of the report within twenty-four (24) hours;
  - c. Further, the Provider shall ensure the appropriate state investigative agency is notified:
    - (1) If a disabled person between the ages of 18 to 59 is involved, then notify the Disabled Persons Protection Commission (DPPC) at 1-800-426-9009;
    - (2) If abuse of an elder person (60 years of age and older) is involved, contact the Elder Abuse Hotline at 1-800-922-2275;
    - (3) If a child up to 18 years of age is involved, notify the Department of Children and Families (DCF) – Child at Risk Hotline at: 1-800-792-5200; or
    - (4) If a Consumer of any age residing in a long term care facility is involved, notify the Department of Public Health at 1-800-462-5540.
  - d. Cooperate with the DPPC, DCF and the Agency in the investigation and disposition of any complaint or claim alleging individual abuse by a Transportation Provider employee.
- 4. **UNIVERSAL>** Investigate and correct immediately any negative safety or Incident reports issued by the Broker, HST Office, Facility staff or the Provider itself and contact the Broker by telephone within one (1) business day of receipt of the form. Verify the investigation, correction and any other action taken in writing to the Broker within three (3) days of receipt of the report.
- 5. **DDS AND DAYHAB ONLY>** Ensure that drivers and Monitors (where applicable) provide verbal reports of all acts of assault and/or seizure activity by the Consumer or any other significant Incident to their supervisor and to the Facility and/or residential program staff. The Transportation Provider must report orally to the Broker that day and must follow up with a written Incident report, submitted within twenty-four (24) hours, for all acts of assault, self-abuse, refusal to use seat belt, incontinence, seizure activity or any other significant health or safety concern.
- 6. **DMH ONLY>** Ensure that Drivers and Monitors (where applicable) provide verbal reports of the following incidents to their dispatcher/supervisor, and to the Facility and/or residential staff: any injury that requires medical intervention or hospitalization; any event that results in serious disability; any sexual assault or alleged sexual assault; any physical assault which results in staff or client requiring medical intervention or hospitalization; any arrest; any incident that results in police or fire intervention during transit. Verbal reports must be filed on the day of the incident and written reports must be filed with the Broker and the Facility within twenty-four (24) hours.

#### F. INSURANCE REQUIREMENTS

The Transportation Provider shall:

- 1. **UNIVERSAL>** Maintain Worker's Compensation or equivalent insurance on all drivers and Monitors who work under the provisions of the Transportation Provider Subcontract with the Broker, and furnish a certificate of insurance to the Broker evidencing compliance with this provision prior to transporting any Agency Consumers.

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2. **UNIVERSAL**> Subject to subsection F.3 below as applicable, maintain liability insurance on all vehicles used under the Transportation Provider Subcontract with Broker at a level that meets or exceeds the amount of compulsory motor vehicle liability insurance level required by state regulation. (Liability: \$20,000/person and \$40,000/occurrence; Property damage: \$5,000). The Broker shall be named as an "additional insured" on the policy and the Provider shall submit a certificate of such insurance to the Broker before transporting any Agency Consumers.
3. **PROGRAM-BASED TRANSPORTATION ONLY**> Ensure the following limits of liability insurance are maintained as a minimum on all vehicles used for Program-Based Transportation, unless a higher level is required by federal or state regulation (such as DTE 220 CMR 152.04), by an Agency or by the Broker, in which case, the higher level must, as a minimum, be met and maintained. The Broker shall be named as an "additional insured" on the policy and the Provider shall submit a certificate of such insurance to the Broker before transporting any Agency Consumers.

Vehicle seating capacity < 6 (including driver)	Vehicle seating capacity 6-8 (including driver)	Vehicle seating capacity 9-15 (including driver)	Vehicle seating capacity >15 (including driver)
State mandated minimum coverage: (\$20,000/\$40,000)  Property: \$5,000	Combined liability: \$500,000  Property: \$50,000	Combined liability: \$1,500,000  Property: \$50,000	Combined liability: \$5,000,000  Property: \$50,000

#### **G. COMMUNICATIONS/DISPATCH**

The Transportation Provider shall:

1. **UNIVERSAL**> Establish and maintain communications capability from 8:00 AM to 5:00 PM Monday through Friday plus any additional time a Provider vehicle is still in service, except for all holidays on which the state agencies are closed, in order to receive and respond to telephone requests from the Broker, Agency and/or Consumers regarding HST Services to Consumers.
2. **UNIVERSAL**> Provide twenty-four (24) hour answering system or service to record messages and to inform Consumers of transportation options available outside of regular service hours.
3. **UNIVERSAL**> Ensure there is no contact with any Consumer or their caregiver/guardian for any reason other than to exchange information that is necessary in the provision of transportation services. Any other contact (i.e. investigation of service complaints, surveys, etc.) must have prior written approval from the Broker and Facility, if applicable.

### **III. VEHICLE AND EQUIPMENT REQUIREMENTS**

#### **A. MINIMUM STANDARDS FOR VEHICLES**

1. **UNIVERSAL**> The Transportation Provider shall ensure that vehicles (both primary and backup) conform to all applicable state and federal statutes, regulations or standards, including, but not limited to the rules and regulations of the Agencies, the Broker, and the Registry of Motor Vehicles.
2. **UNIVERSAL**> All vehicles used under the terms of the Transportation Provider Subcontract with Broker must:
  - a. Be garaged and registered in the Commonwealth of Massachusetts;
  - b. Have passed inspection by the Registry of Motor Vehicles prior to being used under the Transportation Provider Subcontract with the Broker with written verification kept on file at the Transportation Provider's offices;

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- c. Be clearly identified with the corporate or business name affixed to the vehicle in a permanent or semi-permanent manner in no less than two (2) inch high letters. One location of such name shall be on the right side of the passenger's door, and the other shall be located on the rear of the vehicle, as per Registry of Motor Vehicles regulations. No advertising or other labeling is permitted while Consumers are in the vehicle unless specifically authorized by the Broker;
- d. Be maintained in good working order (including but not limited to brakes, tires, heater, windshield, wipers, defroster, speedometer, etc.) with an established preventive maintenance program and all necessary gasoline, oil, grease, and repairs furnished through the entire period of the Transportation Provider Subcontract with Broker; and
- e. Be cleaned regularly and have exteriors which are free of grime, cracks, breaks, dents, and damaged paint that noticeably detracts from the overall appearance of the vehicle, in addition, passenger compartments must be clean and free from torn upholstery or floor coverings, damaged or broken seats, and protruding sharp edges.

**3. UNIVERSAL> Vehicles must be equipped with:**

- a. A seat with installed seat belts for every vehicle occupant (including driver and Monitor), which shall be in proper working order and accessible to the occupant. The Transportation Provider shall provide a seat belt cutter within easy reach of the driver, and seat belt extensions and seat belt covers, when needed;
- b. A cellular phone or FM two-way radio licensed under the direction of the Federal Communications Commission. Mobile units shall be able to contact the base station at all times while Consumers are on board. The base station shall be manned while any vehicle is in transit and vehicles in transit and the base station must be able to communicate at all times;
- c. A working air conditioning system of sufficient capacity to cool the entire vehicle (auxiliary air may be necessary);
- d. Snow tires or their equivalent during the period November 15 through April 15 of each year;
- e. Spare tire and jack (unless covered by vendor maintenance policy);
- f. Portable step (optional for lift equipped vehicles) – Stools should be made of high-strength material, preferably metal and have rubber tips on the bottom to prevent slipping on wet or icy pavement. The design must be satisfactory to both the Transportation Provider and the Agency;
- g. Chock blocks, multifunctional fire extinguisher (universal class C, UL rated), flags, reflectors, and flashlight; and
- h. A first aid kit that meets the Red Cross family first aid kit standards plus a biohazard bag.

**4. PROGRAM-BASED TRANSPORTATION ONLY>**

- a. During the term of the Transportation Provider Subcontract with Broker, vehicles may not have a date of manufacture that is equal to or more than:
  - (1) Five (5) years for vans, sedans & station wagons; and
  - (2) Seven (7) years for wheelchair lift equipped vehicles and vehicles with seating capacity > 15.
- b. Notwithstanding the provisions of 4.a. above, a Transportation Provider may submit to the Broker a formal written request for a vehicle age waiver along with proof of a Massachusetts state inspection sticker no older than 60 days from the date of the request. The Broker may grant waivers in six month increments for up to a maximum of two additional years of vehicle age, beyond the vehicle age limit set forth in subsection 4.a.i and ii, above, as applicable, upon physical inspection and written approval by the Broker for each such request. Vehicles must pass a new Massachusetts state inspection for each six-month waiver granted.

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- c. Notwithstanding the provisions of 4.a. above, for those vehicles undergoing conversion before initial use, the vehicle age may be calculated beginning from the date of registration after conversion (rather than date of manufacture), with documentation of the initial vehicle registration date kept readily available for inspection by the Broker.
- d. Regardless of vehicle age, the Transportation Provider must comply with any instruction from the Broker to immediately remove a vehicle from services when deemed unsafe or unsuitable by the Broker.

**B. NON-AMBULATORY VEHICLE (CHAIR CAR) ADDITIONAL REQUIREMENTS AND SECUREMENT STANDARDS**

1. **UNIVERSAL>** Any vehicle used for Non-Ambulatory Transportation must be equipped with the following equipment specifications:
  - a. A hydraulic lift with manual backup operational capacity and/or retractable ramp;
  - b. A raised roof at least 12 inches high;
  - c. Raised side doors at least 54 inches high; and
  - d. Four securement straps, a lap belt and a shoulder belt assembly for each wheel chair. If the vehicle is equipped with a "locking bar" system, then only two securement straps are needed for that chair.
2. **UNIVERSAL>** Wheel chair securement requirements are as follows:
  - a. All wheel chairs must face forward in van;
  - b. All wheel chairs must be secured in the front and rear. If using a "locking bar" system, the front of the wheel chair must still be secured with straps;
  - c. All Consumers must be secured into their wheel chairs using the lap/shoulder belt assembly that works in conjunction with the securement system. The lap/shoulder belt assembly must be used in addition to any other wheel chair securement devices;
  - d. The use of table/tray attachments must not interfere with proper securement of Consumers by lap/shoulder belt assemblies. They must be removed if they prevent the Consumer from being properly secured; and
  - e. Do not use the shoulder belt if it extends across the Consumer's neck or face, or if there is a medical condition that interferes with its proper use. (i.e., feeding or breathing tubes).
3. **UNIVERSAL>** Drivers operating non-ambulatory vehicles for HST work under the Transportation Provider Subcontract with Broker must receive hands-on training in order to ensure that they understand and are able to properly follow the procedures for proper securement of wheelchairs in vehicles prior to transportation.

**IV. PERSONNEL REQUIREMENTS**

**A. DRIVER QUALIFICATIONS**

1. **UNIVERSAL>** Drivers must have a valid Massachusetts Drivers License (or valid license from a contiguous state) appropriate to the type of vehicle they will be operating and at least 3 years of driving experience, including experience driving multi-passenger vehicles.
2. Drivers must be at least nineteen (19) years of age and have completed all required training specified in Section IV.C prior to HST work.
3. Drivers must furnish written references, have effective oral communication skills in English sufficient to communicate effectively with Consumers and facilities' staff and to perform their other job duties, and undergo a Criminal Offender

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Record Information (CORI) check, with results verified, prior to any contact with Agency Consumers. The references and CORI must remain on file at the Transportation Provider's place of business and the CORI must be conducted annually thereafter. The Transportation Provider must follow the DCJIS requirements for CORI request procedures, and hire in accordance with 101 CMR 15.00.

4. Drivers must supply written health records on their physical condition and must be physically able to assist Consumers entering and exiting vehicles.
  - 4.a. **DPH ONLY>** The Transportation Provider must ensure that drivers have had a physical examination before any contact with Agency Consumers (within the preceding twelve months). The examination must verify good physical health and be conducted bi-annually thereafter (if over 70 years of age the physical examination requirement will be annual). The examination must include a vision and hearing test and a Mantoux TB test. The results of the TB test must be verified negative; however, (if test results are positive the individual may still be eligible, upon approval of the Broker).
5. **UNIVERSAL>** Transportation Providers must obtain a driving history report for each of its drivers and driver applicants from all appropriate state agenc(ies) on any moving violations. The report(s) must be obtained and maintained on file at the transportation provider's place of business prior to any contact by the driver with Agency Consumers. The Transportation Provider must secure a driving history report from every state in which the driver applicant resided or was a licensed motor vehicle operator during the past 10 years. The Transportation Provider must exercise judgment in determining the appropriateness of any driver whose report(s) indicates any violation. The driving history report(s) must be updated and reviewed annually, and at a minimum, should not reflect within the previous 10 years any of the violations specified below:
  - Driving under the influence of alcohol or drugs/driving while intoxicated;
  - Reckless driving/driving to endanger;
  - Leaving the scene of an accident;
  - Driving without a license and/or insurance;
  - Driving with a suspended license; and
  - Any record with multiple or repeated violations (other than parking).

At a minimum, if any of the above violations are found within the previous 10 years, that driver or driver applicant should be prohibited from contact with HST Consumers.

6. **UNIVERSAL>** All drivers and Monitors who work under the provisions of the Transportation Provider Subcontract with an HST Broker shall adhere to the following provisions regarding drug/alcohol testing. All drug and alcohol testing must be conducted by an independent (non-affiliated/off-site) laboratory certified under the National Laboratory Certification Program (NLCP). Transportation Providers are not allowed to collect testing samples or conduct any testing, whether at the Transportation Provider's facilities or otherwise. Drug testing must be conducted for marijuana (THC), cocaine, opiates, amphetamines and phencyclidines (PCP), and the results must be verified as 'negative.'
  - a. **Reasonable suspicion** - Any driver or Monitor who is suspected to be under the influence of alcohol or drugs must be removed immediately from any contact with Agency Consumers and the removal must remain in effect pending the results of a drug/alcohol test. The alcohol test must be conducted within 8 hours of the Incident and the drug test within 32 hours. Positive test results or failure to administer the test within the prescribed time limits will result in the permanent removal of the individuals from any Agency contract work.
  - b. **Post accident** - Any driver or Monitor involved in an accident with Agency Consumers on board the vehicle must be removed immediately from any contact with Agency Consumers, and the removal must remain in effect pending the results of a drug/alcohol test. The alcohol test must be conducted within 8 hours of the Incident and the drug test within 32 hours. Positive test results or failure to administer the test within the prescribed time limits will result in the permanent removal of the individuals from any Agency contract work. For this provision, an accident includes, but is not limited to, an occurrence associated with the operation of a vehicle, if as a result:
    - (1) An individual dies; or

- (2) An individual suffers bodily injury and immediately receives medical treatment at or away from the scene of the accident; or
- (3) One or more vehicle(s) involved incurs disabling damage and such vehicle or vehicles are transported away from the scene by a tow truck or other vehicle; or
- (4) There has been \$1000 or more of property damage.

7. **PROGRAM-BASED TRANSPORTATION ONLY>** All drivers and Monitors who work under the provisions of the Transportation Provider Subcontract with the Broker shall adhere to the following additional provisions regarding drug/alcohol testing.
- a. Pre-contact – Prior to being assigned to any work directly or indirectly involving Agency Consumers, undergo a drug test as described in Section IV.A.6., above.

#### **B. MONITOR QUALIFICATIONS**

1. **UNIVERSAL>** Monitors must be at least nineteen (19) years of age and have completed all required training specified in Section IV.C prior to HST work.
2. **UNIVERSAL>** Monitors must furnish written references, have effective oral communication skills in English sufficient to communicate effectively with Consumers and facilities' staff and to perform their other job duties, and undergo a Criminal Offender Record Information (CORI) check, with results verified, prior to any contact with Agency Consumers. The references and CORI must remain on file at the Transportation Provider's place of business and the CORI must be conducted annually thereafter. The Transportation Provider must follow the DCJIS requirements for CORI request procedures, and hire in accordance with 101 CMR 15.00.
3. **UNIVERSAL>** Monitors must be physically able to assist Consumers entering and exiting vehicles.
  - 3.a. **DPH ONLY>** The Provider must ensure that Monitors have a Mantoux TB test. The results of the TB test must be verified negative; however, if test results are positive the individual may still be eligible, upon approval of the Broker.
4. **UNIVERSAL>** If any Monitor is ever to be used as a driver, he or she must meet all driver qualifications prior to work as a driver.
5. **PROGRAM-BASED TRANSPORTATION ONLY>** Monitors are also subject to the drug/alcohol testing provisions set forth in Section IV.A.6.

#### **C. DRIVER AND MONITOR TRAINING**

The Transportation Provider shall:

1. **UNIVERSAL>** Ensure that all drivers and Monitors have successfully completed the applicable in-service training program prior to their transporting any HST Consumers. The Broker reserves the right to request documentation of trainings conducted. The mandatory training shall include at a minimum the following and must be conducted annually thereafter:

Program Application	TRAINING REQUIREMENT
Universal	DRIVER ONLY: Driver rules and regulations; Defensive driving & reacting to skids, and Vehicle stalling & brake failure
Universal	DRIVER AND MONITOR: Proper use of vehicle safety equipment; content and use of all first aid kit items; use of two-way radios, if applicable, and emergency vehicle evacuation procedures

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Universal	DRIVER AND MONITOR: Accident procedures & Incident reporting
Universal	DRIVER AND MONITOR: Correct use of Consumer seat belts, including correct use of child safety restraint devices for all programs serving children
Universal	DRIVER AND MONITOR: Use of Wheelchair lift & proper wheelchair securement
Universal	DRIVER AND MONITOR: Human rights and sensitivity to Consumer needs, including disability awareness, passenger assistance and accommodations for service animals (guide dogs) in vehicles
Universal	DRIVER AND MONITOR: Familiarization with the HST and Agency standards, specifications and procedures, including mandated reporting of suspected abuse or neglect and suspected Medicaid member or provider fraud and abuse, driver and monitor performance standards, consumer pickup protocols, and data privacy and security rules and requirements, including compliance with the HIPAA Rules, EO 504 and all other applicable laws, regulations, policies, procedures and standards applicable to Transportation Provider (including those set forth in <b>Section VIII</b> , below)
Program-Based	DRIVER AND MONITOR: First aid; reaction to seizures, universal precautions and “vehicle empty” inspection procedure
DPH Only	DRIVER AND MONITOR: Certified in basic first aid (4 hours). The certification must be through the American Red Cross, American Heart Association, or other equivalent training approved by the Broker and must be kept current
DPH Only	DRIVER AND MONITOR: Certified in CPR for infants and children. The certification must be through the American Red Cross, American Heart Association, or other equivalent training approved by the Broker and must be kept current

2. **UNIVERSAL>** Ensure that drivers and Monitors attend Broker sponsored, coordinated, or arranged meetings as determined to be necessary by the Broker.
3. **UNIVERSAL>** Ensure that drivers have a good basic knowledge of the service area and are provided with detailed maps of the service area. Drivers and dispatchers must be aware of the locations and telephone numbers of emergency facilities (police, fire, hospital, etc.) in the service area.
4. **PROGRAM-BASED TRANSPORTATION ONLY>** Pre-qualify drivers prior to being assigned to a route:
  - a. Current Transportation Providers – driver must accompany an experience driver or supervisor on a minimum of one established route during regularly scheduled Facility hours.
  - b. New Transportation Providers – driver must accompany a supervisor on a minimum of one simulated route in the service area during regularly scheduled Facility hours.

#### **D. PERSONNEL POLICIES/DOCUMENTATION**

The Transportation Provider shall:

1. **UNIVERSAL>** Maintain a personnel file on each driver (including owners when they have driving responsibilities) and Monitor which shall include:
  - a. Credentials;
  - b. Written references;
  - c. Copy of driver's license (drivers only);
  - d. Results from annual CORI check;
  - e. Health records, including results of drug/alcohol testing and any other agency specific requirements (annual health exam, TB test, etc.);

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- f. Annual driving history reports from the appropriate state agency(ies) (drivers only);
- g. Training records;
- h. Performance evaluation results; and
- i. Any other Broker required documents.

This file shall be available for review by the Broker and/or HST Office, upon request.

- 2. **UNIVERSAL>** Develop and maintain written procedures for driver and Monitor orientation and training, and performance Monitoring.

## V. DRIVER AND MONITOR PERFORMANCE STANDARDS

- 1. **UNIVERSAL>** Ensure that drivers and Monitors (where applicable) are clean and neat in appearance and look professional. Blouses, shirts, skirts, slacks and pants are acceptable. Clothing must not be ripped or torn.
- 2. **UNIVERSAL>** Ensure that all personnel exercise patience and sensitivity and be exemplary in speech and action whenever they are in contact with parents, Consumers and Facility staff. Drivers and Monitors should not discuss with parents or residential staff the behavior or medical condition of any other individual other than those the parents or staff are directly responsible for.
- 3. **UNIVERSAL>** Ensure drivers do not use drugs or alcohol at any time when it might affect a safety sensitive duty (including, but not limited to, within the 4 hours preceding driving), and if taking medications, must still be able to perform his/her duties in a safe manner. Any driver taking medications that may hinder performance must report such use to his/her supervisor, and not transport Agency Consumers.
  - 3.a. **DPH ONLY>** Ensure that drivers report in person to supervisory staff at the Transportation Provider's place of business on any day they will be transporting Agency Consumers. This may be done at any time of the day during the Transportation Provider's normal working hours.
- 4. **UNIVERSAL>** Ensure that drivers and Monitors (where applicable) adhere to the following:
  - a. If a driver should need to call their base using a cell phone, the vehicle must be stopped in a safe location to allow for safe usage (dialing, etc.). Drivers must **NEVER** text message while they have Consumers on board;
  - b. No eating or drinking is allowed in the vehicle while any Consumer is in the vehicle (this also applies to the driver and Monitor);
  - c. The doors of the vehicle are closed and locked while the vehicle is in motion (except for the rear emergency door of vehicles which must remain unlocked in transit);
  - d. No fueling of the vehicle is conducted while Consumers are on board;
  - e. All vehicles used to transport Consumers must be smoke free and no driver or Monitor may smoke on the grounds of the Facility, Residence or Day Care Facility;
  - f. Only the driver shall occupy the driver's seat;
  - g. Shut off the vehicle and remove the keys when not occupying the driver's seat (not applicable for vehicles when operating hydraulic lift);
  - h. No pushing a vehicle with their vehicle or allowing the vehicle to be pushed while a Consumer is located in either vehicle;

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- i. Operate vehicles at all times in compliance with all federal, state and local laws;
  - j. No personal stops while transporting HST Consumers, unless specifically authorized;
  - k. No headphones (including Bluetooth or any other type of wireless phone headset) while on duty; and
  - l. **No firearms, alcoholic beverages, unauthorized controlled substances or highly combustible materials shall be transported in the vehicle.**
5. **UNIVERSAL>** Ensure that drivers and Monitors assist all Consumers upon entering and exiting the vehicle and assist in securing and releasing car seats and seat belts, as needed. The driver is ultimately accountable to ensure that all passengers, both adults and children, are properly secured with seat belts or in car seats before any movement of the vehicle and en route. Drivers and Monitors (where applicable) must not leave a vehicle unattended at all times when Consumers are in the vehicle.
6. **UNIVERSAL>** Ensure compliance with Massachusetts Seat Belt Law & Child Passenger Safety Law - MGL, C. 90, S. 13A & C. 90, S. 7AA. The Transportation Provider is not responsible to furnish car seats, only to insure that they are being used properly when needed. Vehicles for hire, including taxicabs are not exempt. The standards are as follows, unless an exemption under the law is applicable.
- a. Children under 8 years of age must be properly secured in an appropriate child passenger restraint (as defined in MGL C.90 S.1), unless they are more than 57 inches tall;
  - b. Children under 13 years of age must wear a properly adjusted and fastened safety belt, unless required to be in a child passenger restraint;
  - c. Older children and adults must wear a safety belt; and
  - d. Child passenger restraints must meet current federal motor vehicle safety standards (49 CFR 571.213) and be in good working order, properly used and installed in the vehicle as specified by the manufacturer's instructions. Child passenger restraints may not be altered or modified unless approved by the manufacturer. Any restraint involved in a crash should no longer be used.
7. **UNIVERSAL>** Ensure that:
- a. No Consumer is seated in any side or rear-facing seat (only forward facing seats);
  - b. No child under 12 years of age is seated in the front passenger seat of any vehicle equipped with a front air bag on the passenger side; and
  - c. No child in a child passenger restraint is in the rear most bench seat of a fifteen-passenger van.
8. **UNIVERSAL>** Ensure that drivers and Monitors (where applicable) do not discipline any Consumer, under any circumstances. Circumstances that warrant action shall be reported at once to the appropriate Facility staff and to the Broker. Any behavior or Incident that affects the safety of Consumers should be reported immediately to the dispatcher and when required, the vehicle shall pull to a safe place to address the situation.
9. **UNIVERSAL>** Ensure that drivers carry and maintain "fact sheets" and/or Transportation Plans and daily attendance and/or trip/route sheets for all Consumers on their route. Driver must maintain the log/trip sheet legibly and completely.
10. **UNIVERSAL>** Ensure that Monitors, in addition to all other requirements contained herein, perform the following:
- a. Constantly observe/monitor the Consumer(s) to whom they are assigned while in transit;

- b. Provide one-to-one assistance to Consumers, upon assignment, but also provide supervision and assistance to other Consumers on the vehicle when necessary;
  - c. Follow designated assignments and accept supervisory guidance;
  - d. Attend specialized training upon request by the Broker. The Broker reserves the right to request documentation of trainings conducted;
  - e. Intervene only to prevent injury from occurring to a Consumer. Inform the driver of any situation that threatens or appears to threaten the well being of any Consumer;
  - f. Notify Facility staff of any significant Incident that occurred while in transit;
  - g. Individual Monitors must sit next to the individual Consumer Monitored, or if a group Monitor, be seated in one of the middle or rear seats of the vehicle while any Consumer is in the vehicle. Monitor should under no circumstance be seated in the front seat with the driver; and
  - h. Perform any additional Consumer-specific duties. The Broker may request that the Monitor assist the Consumer when necessary from door to door.
11. **UNIVERSAL>** Ensure that drivers and Monitors release children and cognitively impaired Consumers only to authorized individuals and that they confirm the identity of any individual to whom they release the Consumers. Drivers that are not familiar with a person(s) authorized to take custody of the Consumers must confirm identification of the person(s) either through a photo ID or physical description, confirmed by Facility personnel (drivers should never ask a person if they are "Ms. Jones;" rather drivers should ask the person to give their name). Whenever there is any doubt, contact the Facility and if necessary, return the Consumer to the Facility and notify the Broker immediately. In addition to caution, drivers and Monitors must exercise sensitivity in these situations.
12. **UNIVERSAL>** Ensure that all equipment is properly secured at all times and kept out of the reach of Consumers. The satisfactory condition of any vehicle and equipment is subject to the discretion of the Broker.
13. **UNIVERSAL>** Ensure that when in transit, any medical equipment (oxygen tanks, Monitoring equipment, etc.) is positioned and secured to the floor, vehicle seat or wall of the vehicle below the window line. Bungee cords and/or Velcro are not acceptable securement devices.
14. **UNIVERSAL>** Ensure that drivers perform a daily vehicle inspection before picking up any Agency Consumers. The daily vehicle inspection must be documented in writing and kept on file for three months.
15. **PROGRAM-BASED TRANSPORTATION ONLY>** Ensure that drivers and Monitors wear in plain view a uniform photo ID card clearly displaying his/her picture, full name and the Transportation Provider's name.
16. **PROGRAM-BASED TRANSPORTATION ONLY>** Ensure that drivers, after discharging all Consumers on a route (inbound or outbound), physically inspect the entire interior section of the vehicle to ensure that all Consumers have exited and no Consumer belongings have been left behind and place a "Vehicle Empty" sign in the rear window.
17. **PROGRAM-BASED TRANSPORTATION ONLY>** Ensure that whenever a driver transports a Consumer to a Residence or Facility that shows no evidence of a parent/guardian, residential staff or other authorized person, that the driver immediately notify the supervisor/dispatcher who must (unless otherwise specified in writing by the Broker):
  - a. Notify the transportation coordinator or director at the Consumer's Facility;
  - b. Attempt to contact the parent/Day Care provider by phone;
  - c. If there are other Consumers on the vehicle instruct the driver to continue on with the route and then return;

- d. If there are no other Consumers on the vehicle and no contact with the parent/Day Care provider has been established, then notify the transportation coordinator or director at the Consumer's Facility and return the Consumer to the Facility; and
- e. If there is no authorized staff at the Consumer's Facility or if unable to contact the Facility, then notify the Broker.

At this point, if no contact can be established with the parent, residential staff, or Facility staff then the Broker will:

**For children under 12 (DPH EI or unaccompanied MassHealth children)** - instruct the supervisor to notify the Department of Children and Families (DCF) and to turn the child over to DCF as an abandoned child (Transportation Provider must be aware of local and after hours DCF telephone numbers).

**For DDS/MassHealth Day Habilitation Consumers** – immediately contact the area DDS Administrator on-call for resolution.

A written report must be submitted to the Broker within 24 hours of the Incident.

## VI. TRIP PERFORMANCE STANDARDS

### A. TIME MEASURED STANDARDS

1. **UNIVERSAL> On-Time Arrival.** The driver shall make his presence known to the Consumer (briefly sounding the horn, if necessary.) If the Consumer is then not present for pick up, the driver shall notify the Provider's dispatcher and await instructions from the dispatcher before departing from the pick-up location. Unless otherwise directed by the dispatcher, the driver shall wait until at least five minutes after the scheduled pick-up time before departing without the Consumer. The Transportation Provider cannot change the assigned pickup time without permission from the Broker. If the driver cannot arrive on time to the pick-up location, the Provider shall notify the Broker and attempt to contact the Consumer or Consumer's representative and the Facility, if applicable. The performance goal is 100% on-time performance and late or missed trips may subject the Provider to the Broker's Provider Accountability Policy (see Section 5.2.A.7 of the HST Broker Services Contract).
2. **PROGRAM-BASED TRANSPORTATION ONLY>** The Transportation Provider shall transport Consumers from their respective residences to the sites and at the times specified by the Broker on days that the programs are in session during the performance period of the Transportation Provider Subcontract with the Broker. Consumers will similarly be returned to their respective residences.
3. **PROGRAM-BASED TRANSPORTATION ONLY>** The Transportation Provider shall notify the Consumer or responsible person of the times that the Consumer will be transported, no later than at least twenty-four (24) hours prior to initiation of transport or any changes in the schedule during the course of the Transportation Provider Subcontract with Broker. (For Demand-Response Transportation the Provider is not responsible for communicating with Consumers about pickup time.)
4. **PROGRAM-BASED TRANSPORTATION ONLY>** The Transportation Provider shall ensure that Consumer pick-up and drop-off times at their residence and day program are maintained and are as constant as can be reasonably expected. The Broker/Agency may require that actual pick-up and drop-off times begin to be recorded and submitted for specific routes where problems have arisen. Additionally, if a Consumer is not immediately present, the driver should initiate a call to the dispatcher who will attempt to contact the Consumer's residence by telephone, and may be required to remain longer than five minutes for certain Consumers due to the presence of a physical limitation, behavioral challenge, or extreme weather conditions.
5. **PROGRAM-BASED TRANSPORTATION ONLY>** Ensure that Consumers are transported within the following timelines:
  - a. Pick up at their Residence or Day Care site within 15 minutes (plus or minus) of their scheduled pick up time. In the event of a possible Consumer "no-show", Drivers must radio the dispatcher who in turn will attempt to contact the Consumer by phone. Drivers should initiate a call to the dispatcher within two minutes of arriving at a Consumer's residence. However, they need not wait more than five minutes for an acknowledgement before continuing on with the route. In no event shall a driver be considered to have fulfilled the obligation by merely sounding the horn.

- b. Arrive at the Destination Facility for drop-off no earlier than 15 minutes prior to and no later than the Facility's scheduled starting time. At the discretion of the Facility, Consumers may be required to wait in the vehicle until the scheduled starting time.
  - c. Arrive at the Facility for the return trip no earlier than 15 minutes prior to and no later than the Facility's scheduled ending time, or other agreed upon time if multiple sites are combined on one route, when transporting Consumers from the Facility to their Residence or Day Care site.
  - d. Drop off at their Residence or Day Care site within 15 minutes (plus or minus) of their scheduled return time.
  - e. No Consumer under six (6) years of age is to be on board a vehicle for more than 45 minutes, no Consumer six (6) years of age and older is to be on board a vehicle for more than 90 minutes and in all cases transportation will be as expeditious as is practical under the circumstances.
  - f. Drivers must radio their dispatcher if their route is running more than 15 minutes late. The Dispatcher shall notify a responsible person at the Consumer's Residence and/or Facility.
6. **PROGRAM-BASED TRANSPORTATION ONLY>** Implement the following procedures when notified that a vehicle with Consumers on board is overdue en route to a Destination Facility. The Dispatcher shall:
- a. Attempt to establish radio contact with the driver;
  - b. Maintain contact with the person who initiated the report;
  - c. Inform Facility staff of the delay;
  - d. **When 15 minutes has elapsed since the Facility's scheduled starting time:** continue with the above and contact all residences on the route to verify if and when the Consumer was picked up and confirm the missing vehicle's description (make, model, year, color & license #);
  - e. **When 30 minutes has elapsed since the Facility's scheduled starting time:** continue with the above, maintain contact with residences and dispatch a radio equipped backup vehicle to follow the missing vehicle's route; and
  - f. **When 45 minutes has elapsed since the Facility's scheduled starting time:** continue with the above and notify the local/state police.

The Transportation Provider shall notify the Broker and submit a written report to the Broker within 24 hours detailing the Incident, outcome, investigation and action taken.

7. **PROGRAM-BASED TRANSPORTATION ONLY>** Implement the following procedures when notified that a vehicle with Consumers on board is overdue en route to a Residence or Day care site:
- a. Attempt to establish radio contact with the driver;
  - b. Maintain contact with the person who initiated the report;
  - c. Contact Facility staff;
  - d. **When 30 minutes has elapsed since the designated drop-off time or 75 minutes since the Facility's scheduled ending time (whichever comes first):** continue with the above and contact all residences on the route for verification that the Consumer was dropped off, dispatch a radio equipped backup vehicle to follow the missing vehicle's route and confirm the missing vehicle's description (make, model, year, color & license #).
  - e. **When 45 minutes has elapsed since the designated drop-off time or 90 minutes since the Facility's scheduled ending time (whichever comes first),** continue with the above and notify the local/state police.

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The Transportation Provider shall notify the Broker and submit a written report to the Broker within 24 hours detailing the Incident, outcome, investigation and action taken.

**B. QUALITY MONITORING**

The Transportation Provider shall:

1. **UNIVERSAL>** Respond to complaints forwarded by the Broker within 48 hours and provide resolution and/or a corrective action plan approved by the Broker.
2. **UNIVERSAL>** Cooperate and participate in Broker or Agency on-site visits of the Transportation Provider's place of business and inspection of business records and vehicles.
3. **UNIVERSAL>** Upon request, make available any vehicles used in HST work for Broker or Agency inspection according to the contract requirements. Implement a system of reporting and tracking such inspections.
4. **PROGRAM-BASED TRANSPORTATION ONLY>** Conduct a minimum of two (2) inspections annually (that drivers or Monitors are not aware of in advance) at each contracted Facility site or en route. The inspection is to Monitor the driver's (and Monitor if applicable) performance and the condition of the vehicle and equipment. Inspections must be conducted by supervisory staff at regularly scheduled Consumer drop off or pick up times and a report on the results of each such inspection is to be forwarded to the Broker within 30 days. In cases where complaints or disputes arise, additional inspections may be required by the Broker to be held at the Facility site, Consumer's residence or at any point along the route. Inspection reports must be documented in writing and maintained for annual inspection.

**C. CORRECTIVE ACTION/PROVIDER ACCOUNTABILITY**

1. **UNIVERSAL>** If the Broker or the HST Office representative identifies, in its sole judgment, any deficiency in the Transportation Provider's performance under these terms, the Broker or HST Office may require the Provider to develop a corrective action plan to correct such deficiency within a specified timeframe.
2. **UNIVERSAL>** The Transportation Provider agrees to respond to recommendations of any on-site visit and understands that failure to respond by the requested date or to implement a corrective action plan may result in future trips not being scheduled until such time as satisfactory responses are in place, fines or penalties in accordance with the HST Broker's "Provider Accountability Policy", or contract termination, at the Broker's discretion.

**VII. REPORTS AND BILLING**

1. **UNIVERSAL>** The Transportation Provider must submit all required documentation, policies and reports specified in this Attachment to the Broker within the specified time frames.
2. **UNIVERSAL>** The Transportation Provider must bill the Broker on a monthly basis for transportation services provided, in accordance with each Agency/Program's specifications and as required by the Broker. Invoices should be submitted within 30 days of completion of delivery and accompanied by any required supporting documentation.
3. **UNIVERSAL>** The Transportation Provider must ensure that all trips invoiced to the Broker have been verified. Verification systems should include, but not be limited to, the following:
  - Daily trip sheet identifying each scheduled One-Way Trip with a check box indicating if the Consumer was transported, canceled or was no-show and signed by the driver (and by program staff, if required). Trip sheets should also include Consumer pickup and drop-off times.
  - Random, on-site inspections at destination facilities by supervisory staff.
  - Random surveys of destination facilities to confirm transportation.

- Random surveys of Consumers to confirm transportation (and pick-up and drop-off times and quality of service).

**NOTE:** Agency specific requirements may be incorporated by supplemental attachment to this document.

## VIII. DATA PRIVACY AND SECURITY

### A. DEFINITIONS

1. **UNIVERSAL**> The following capitalized terms, as used in this **Section VIII**, shall have the meanings ascribed to them below.

**Commonwealth Security Information:** All data that pertains to the security of the Commonwealth's information technology, specifically, information pertaining to the manner in which the Commonwealth protects its information technology systems against unauthorized access to or modification of information, whether in storage, processing or transit, and against the denial of service to authorized users, or the provision of service to authorized users, including those measures necessary to detect, document and counter such threats.

**EOHHS-CE:** Any component of EOHHS and its constituent agencies that constitutes a Covered Entity under the Privacy and Security Rules, including: the Office of Medicaid; the Department of Developmental Services; the Department of Mental Health; the Soldiers' Home in Massachusetts; the Soldiers' Home in Holyoke; the covered components of the Department of Public Health, a hybrid agency, having designated its covered components as: the Childhood Lead Screening Laboratory and the MDPH Public Health Hospitals (Lemuel Shattuck Hospital; Massachusetts Hospital School; Tewksbury Hospital; Western Massachusetts Hospital; and State Office of Pharmacy Services).

**HIPAA Rules:** The Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and Part 164.

**Individual:** The person to whom the PI refers and shall include a person who qualifies as a personal representative in accord with 45 CFR § 164.502(g).

**PHI:** Any Protected Health Information that the Transportation Provider: (a) receives from an EOHHS-CE or the Broker on behalf of such EOHHS-CE; or (b) creates, receives, maintains or transmits for or on behalf of an EOHHS-CE or the Broker on behalf of such EOHHS-CE, in each case, in connection with the performance of any function, activity or service under the Transportation Provider Subcontract. PHI is a subset of PI.

**Privacy Rule:** The Standards of Privacy of Individually Identifiable Health Information, at 45 CFR Parts 160 and 164.

**Protected Information (PI):** Any Protected Health Information, "Personal Data" as defined in Mass. Gen. Laws c. 66A, "Personal Information" as defined in Mass. Gen. Laws c. 93H, "Patient Identifying Information" as defined in 42 CFR Part 2 and any other personally identifiable information that is treated as confidential under any federal or state law or regulation (including for example any state and federal tax return information) that the Transportation Provider: (a) receives from an Agency, Broker or its contractor or (b) creates, receives, maintains or transmits for or on behalf of an Agency, Broker or its contractor in connection with the performance of any function, activity or service under the Transportation Provider Subcontract. Information, including aggregate information, is considered PI if it is not fully de-identified in accord with 45 CFR 164.514 (a), (b), and (c).

**Security Rule:** The Security Standards for the Protection of Electronic Protected Health Information, at 45 CFR Parts 160 and 164.

**Subcontractor:** Any person or entity acting or serving as an agent, subcontractor or service provider of the Transportation Provider.

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2. **UNIVERSAL>** The following capitalized terms, as used in this **Section VIII**, shall have the same meaning ascribed to those terms in the HIPAA Rules: Business Associate, Covered Entity, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary and Security Incident. All other terms used but not defined in this *Section VIII* shall be construed in a manner consistent with the HIPAA Rules and all other applicable privacy or security laws or regulations (state or federal).

**B. TRANSPORTATION PROVIDER'S OBLIGATIONS**

**1. UNIVERSAL> MASS.GEN. LAWS C. 66A AND OTHER PRIVACY AND SECURITY OBLIGATIONS**

- a. Transportation Provider acknowledges that in the performance of the Transportation Provider Subcontract it will create, receive, use, disclose, maintain, or otherwise obtain "Personal Data," and that in so doing, it becomes a "Holder" of Personal Data, as such terms are used within Mass. Gen. Laws c. 66A. Transportation Provider agrees that it shall comply with Mass. Gen. Laws c. 66A, and any other applicable privacy or security law or regulation (state or federal) governing Transportation Provider's use, disclosure, and maintenance of any PI under the Transportation Provider Subcontract, including for example, 42 CFR Part 431, Subpart F, Mass. Gen. Laws c. 93H and Executive Order 504.
  - b. Transportation Provider further agrees that it shall comply with any other privacy and security obligation that is applicable to any PI as the result of EOHHS or an Agency having entered into an agreement with a third party (such as the Social Security Administration) to obtain or to access data, including, by way of illustration and not limitation, signing any written compliance acknowledgment or confidentiality agreement or complying with any other privacy and security obligation required by the third party for access to data that EOHHS or an Agency receives from the third party or for access to any system or database containing any such data or through which such data could be accessed.
2. **UNIVERSAL> OWNERSHIP OF DATA.** The Transportation Provider's access to and receipt, creation, use, disclosure and maintenance of, any PI, and any data derived or extracted from such data, arises from and is defined by the Transportation Provider's obligations under the Transportation Provider Subcontract, and the Transportation Provider does not possess any independent rights of ownership to such data.

**3. UNIVERSAL> EMPLOYEES, AGENTS AND SUBCONTRACTORS**

- a. The Transportation Provider shall ensure that any Subcontractor that receives PI from the Transportation Provider, or that creates, receives, maintains or transmits PI for or on behalf of the Transportation Provider, agrees in writing to the same restrictions and conditions that apply to the Transportation Provider under this **Section VIII** with respect to such PI, including, but not limited to, implementing reasonable safeguards to protect such information. With respect any Subcontractor acting as the Business Associate of Transportation Provider in connection with the Transportation Provider Subcontract, the Transportation Provider shall also comply with the requirements set forth at **Section VIII.C.1.d.**, below.
- b. The Transportation Provider is solely responsible for its employees' and Subcontractors' compliance with all requirements in this **Section VIII**, and shall not be relieved of any obligation under this **Section VIII** because the data was in the hands of such entities or persons.
- c. The Transportation Provider must obtain the written agreement of its employees providing transportation services under the Transportation Provider Subcontract to comply with the data privacy and security requirements set forth in this **Section VIII**.

**4. UNIVERSAL> DATA SECURITY**

**a. Administrative, Physical and Technical Safeguards**

- (1) The Transportation Provider shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of PI, and that prevent use or disclosure of such data other than as provided for by the Transportation Provider Subcontract. All such safeguards must meet,

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at a minimum, all standards set forth in the Privacy and Security Rules, as applicable to a Business Associate, and must comply with all Commonwealth security and information technology resource policies, processes and mechanisms established for access to PI, including any applicable data security policies and procedures established by Executive Order 504, EOHHS and the Information Technology Division, and the standards outlined by the National Institute of Standards and Technology publication: NIST 800-53, revision 3- Recommended Security Controls for Federal Information Systems and Organizations, Information Security, Moderate Controls. As one of its safeguards, the Transportation Provider shall not transmit PI in a non-secure manner, whether over the Internet or any wireless communication device or otherwise. The Transportation Provider shall protect from inappropriate use or disclosure any password, user ID or other mechanism or code permitting access to any database containing PI.

- (2) If granted access to any EOHHS, Agency or Broker systems or databases or other information technology resources, the Transportation Provider must comply with all Commonwealth security and information technology resources policies, processes, procedures and mechanisms established for access to such systems or databases by Executive Order 504, EOHHS, the Information Technology Division, the particular Agency whose data is involved and the Broker, as applicable, and shall give EOHHS, the applicable Agency or the Broker, as appropriate, prior notice of any change in personnel whenever the change requires a termination or modification of any EOHHS, Agency or Broker password, user ID or other security mechanism or code to maintain the integrity of the system or database.
- (3) The Transportation Provider must allow representatives of Broker, or at the Broker's option, EOHHS or any Agency whose data is involved, access to its premises where PI is kept for the purpose of inspecting privacy and physical security arrangements implemented by the Transportation Provider to protect such data.
- (4) Upon request, the Transportation Provider shall provide the Broker with copies of all written policies, procedures, standards and guidelines related to the protection, security, use and disclosure of PI, Commonwealth Security Information or other confidential information and the security and integrity of its technology resources.

- b. **Commonwealth Security Information.** If through the Transportation Provider Subcontract, the Transportation Provider obtains access to any Commonwealth Security Information, Transportation Provider is prohibited from making any disclosures of or about such information, unless in accord with EOHHS's or Broker's express written instructions. If the Transportation Provider is granted access to such information in order to perform its obligations under its Transportation Provider Subcontract, the Transportation Provider may only use such information for the purposes for which it obtained access. In using the information for such permitted purposes, the Transportation Provider shall limit access to the information only to staff or agents necessary to perform the permitted purposes. While in possession of such information, the Transportation Provider shall apply all privacy and security requirements set forth in this **Section VIII**, as applicable, to maintain the confidentiality, security, integrity and availability of such information. Notwithstanding any other provision in the Transportation Provider Subcontract, the Transportation Provider shall report any non-permitted use or disclosure of such information to the Broker within twenty-four (24) hours of discovery. The Transportation Provider shall immediately take all reasonable and legal actions to retrieve such information if disclosed to any non-permitted individual or entity; shall include a summary of such retrieval actions in its required report of the non-permitted disclosure; and shall take such further retrieval action as the Broker or EOHHS shall require. Notwithstanding any other provision in the Transportation Provider Subcontract regarding termination, the Transportation Provider may not retain any Commonwealth Security Information upon termination of such Subcontract, unless such information is expressly identified in any retention permission granted in accord with **Section VIII.F. (Effect of Termination)**. If retention is expressly permitted, all data protections stated herein survive termination of the Transportation Provider Subcontract and shall apply for as long as the Transportation Provider retains the information.

- c. **Non-Permitted Use of Disclosure Report and Mitigation Activities**

- (1) As used in this subsection c, the term Event refers to the following, either individually or collectively: 1) any use or disclosure of PI by the Transportation Provider or its Subcontractors not permitted under this **Section VIII** or the Transportation Provider Subcontract; 2) any Security Incident by the same; or 2) any event that would trigger consumer or oversight agency notification obligations under 45 CFR Part 164, Part D, Mass. Gen. Laws 93H or any other applicable federal or state data privacy or security law or regulation.

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- (2) Immediately upon becoming aware of an Event, the Transportation Provider shall take all appropriate lawful action necessary to: (1) retrieve, to the extent practicable, any PI involved in the Event; (2) mitigate, to the extent practicable, any known harmful effect of the Event; and (3) take such further action as may be required by any applicable state or federal law or regulation concerning the privacy and security of any PI involved in the Event. As soon as possible, but in any event no later than two (2) business days following the date upon which the Transportation Provider becomes aware of the Event, the Transportation Provider shall report to the Broker, both verbally and in writing: (i) the date of the Event, if known, or if not known, the estimated date; (ii) the date of the discovery of the Event; (iii) the nature of the Event, including as much specific detail as possible describing the Event, as well as the nature of the PI involved (for example, types of identifiers involved such as name, address, age, social security numbers or account numbers; or medical or financial or other types of information); (iv) the number of individuals whose PI was involved in the Event; (v) a summary of the nature and scope of Transportation Provider's investigation of the Event; (vi) the harmful effects of the Event known to Transportation Provider, all actions it has taken or plans to take to mitigate such effects, and the results of all mitigation actions already taken; and (vii) a review of and any plans to implement changes to Transportation Provider's policies and procedures, including staff training, to prevent such Events in the future. Upon Broker's or EOHHS' request, Transportation Provider shall take such further actions as requested by Broker or EOHHS, and shall cooperate with Broker and EOHHS, to further mitigate, to the extent practicable, any harmful effect of the Event. Any actions to mitigate harmful effects of such Events undertaken by Transportation Provider on its own initiative or pursuant to Broker's or EOHHS' request under this paragraph shall not relieve Transportation Provider of its obligations to report such Events under this paragraph or any other provision of the Transportation Provider Subcontract.
- d. **Consumer Notification.** In the event that EOHHS determines, in its sole discretion, that it or an Agency is required to provide notification(s) to one or more consumers or oversight agencies as a result of an Event, Transportation Provider shall, at the request of EOHHS or Broker, assist the EOHHS, the Agency or the Broker in undertaking all actions necessary to meet such notification requirements and in drafting the notices for EOHHS or Broker review and approval, but in no event shall Transportation Provider have the authority to give these notifications on behalf of EOHHS or an Agency. Transportation Provider shall reimburse Broker for reasonable costs incurred by Broker, EOHHS and the Agency associated with a such notification, but only to the extent that such costs are due to: (1) Transportation Provider's failure to meet its responsibilities under, or in violation of, any provision of this **Section VIII** or the Transportation Provider Subcontract; (2) Transportation Provider's violation of law; (3) Transportation Provider's negligence; (4) Transportation Provider's failure to protect data under its control with encryption or other security measures that constitute an explicit safe-harbor or exception to any requirement to give notice under such laws; or (5) any activity or omission of Transportation Provider or its Subcontractors resulting in or contributing to a breach triggering such laws.
- e. **Response to Legal Process/Data.** The Transportation Provider shall immediately report to the Broker, both verbally and in writing, any instance where PI, Commonwealth Security Information or any other data obtained under the Transportation Provider Subcontract is requested, subpoenaed or becomes the subject of a court or administrative order or other legal process. If the Broker or EOHHS directs the Transportation Provider to respond, the Transportation Provider shall take all necessary legal steps, including objecting to the request when appropriate, to comply with Mass. Gen. Laws c. 66A, 42 CFR 431.306(f) and any other applicable federal or state law or regulation. If the Broker or EOHHS determines that the Broker, EOHHS or the applicable Agency shall respond directly, the Transportation Provider shall fully cooperate and assist the Broker, EOHHS or the applicable Agency in its response. In no event shall the Transportation Provider's reporting obligations under this paragraph be delayed beyond two (2) business days preceding the return date in such request, subpoena or legal process, or two (2) business days from obtaining such request for data, whichever is shorter.
- f. **Individual's Authorization to Disclose PI to a Third Party.** In the event the Transportation Provider receives a request from the Individual or from a third party to release PI to a third party pursuant to a consent, authorization or other written document, the Transportation Provider shall, within three (3) business days of receipt of such consent, authorization or other written document, notify the Broker and shall cooperate with the Broker, EOHHS and the Agency whose data is involved in the request in confirming the validity and sufficiency of such document under applicable laws and regulations before releasing any PI to the Individual or third party.

- g. **Electronic and Paper Databases Updates.** Within thirty days of execution of the Transportation Provider Subcontract, Transportation Provider shall provide the Broker an accurate list of electronic and paper databases containing PI, together with a description of the various uses of the databases. The Transportation Provider shall update such lists as necessary in accord with the addition or termination of such databases.
- h. **Data Privacy and Security Custodian.** Within five (5) days of the effective date of the Transportation Provider Subcontract, the Transportation Provider shall provide the Broker in writing with the name of an individual(s), who shall act as Privacy and Security Officer(s) and be responsible for compliance with this **Section VIII**. Transportation Provider shall also notify the Broker in writing within five (5) business days of any transfer of such duties to other persons within its organization.

### C. BUSINESS ASSOCIATE RELATED PROVISIONS

#### 1. UNIVERSAL> TRANSPORTATION PROVIDER OBLIGATIONS

- a. **Generally.** In connection with the performance of any function, activity or service under the Transportation Provider Subcontract, Transportation Provider will receive Protected Health Information from, and/or create, receive, maintain or transmit Protected Health Information for or on behalf of, an EOHHS-CE or the Broker acting on its behalf. In doing so, the Transportation Provider will be acting as the Business Associate of Broker and must comply with all provisions of this **Section VIII.C.1.** and all requirements of the HIPAA Rules applicable to a Business Associate with respect to any such EOHHS-CE and any associated PHI.
- b. **Compliance with Access for Secretary.** Transportation Provider shall make its internal policies, procedures, practices, books and records relating to the use and disclosure of PHI available to Broker or the Secretary, in a time and manner designated by either Broker or the Secretary, for purposes of the Secretary determining compliance with the HIPAA Rules.
- c. **Individual Rights.**
  - (1) Transportation Provider shall take such actions as may be requested by Broker or EOHHS for any EOHHS-CE to meet its obligations under 45 CFR §§ 164.524, 164.526 and 164.528 with respect to any such EOHHS-CE's PHI in Transportation Provider's possession. If an Individual contacts Transportation Provider with respect to exercising any rights the Individual may have under 45 CFR §§ 164.524, 164.526 and 164.528 with respect to PHI in Transportation Provider's possession, Transportation Provider shall notify Broker within two (2) business days of the Individual's request, and cooperate with Broker, EOHHS or the applicable EOHHS-CE to meet any EOHHS-CE's obligations with respect to such request.
  - (2) With respect to an Individual's right to an accounting under 45 CFR § 164.528, Transportation Provider shall document all disclosures of PHI and other data access activities as would be necessary for EOHHS or the particular EOHHS-CE whose PHI is involved to respond to a request by an Individual for an accounting in accord with 45 CFR § 164.528.
- d. **Subcontractors.** With respect to Subcontractors of Transportation Provider, Transportation Provider must comply with **Section VIII.B.3.a.**, above. In addition, with respect to any Subcontractor that receives Protected Health Information from the Transportation Provider, or that creates, receives, maintains or transmits Protected Health Information for or on behalf of the Transportation Provider, in connection with the Transportation Provider's performance of any function, activity or service under the Transportation Provider Subcontract, the Transportation Provider must ensure that the written agreement referenced in **Section VIII.B.3.a.** meets all requirements of a business associate agreement, as required for subcontractors of a Business Associate, under the Privacy and Security Rules (including, but not limited to, those required under 45 CFR § 164.308(b), 45 CFR 164.314(a), 45 CFR 164.502(e) and 45 CFR 164.504(e)).

#### 2. UNIVERSAL> EOHHS OBLIGATIONS. Broker shall notify Transportation Provider of any of the following:

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- a. Any limitation(s) in any EOHHS-CE's Notice of Privacy Practices, to the extent that such limitation may affect Transportation Provider's use or disclosure of Protected Health Information.
- b. Any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Transportation Provider's use or disclosure of Protected Health Information.
- c. Any restriction to the use or disclosure of Protected Health Information that an EOHHS-CE has agreed to in accord with 45 CFR § 164.522, to the extent that such restriction may affect Transportation Provider's use or disclosure of Protected Health Information.

**D. PERMITTED USES AND DISCLOSURES OF PI BY TRANSPORTATION PROVIDER**

**1. UNIVERSAL> AGREEMENT FUNCTIONS AND SERVICES**

- a. Except as otherwise limited in this **Section VIII** or the Transportation Provider Subcontract, Transportation Provider may only use and disclose PI as follows:
    - (1) To perform functions, activities or services for or on behalf of, Broker (as specified in the Transportation Provider Subcontract), provided, that such use or disclosure would not: (A) violate any applicable law, including for example, the Privacy Rule, 42 CFR Subpart F or Mass. Gen. Laws c. 66A if done by the Broker, EOHHS or the applicable Agency; (2) violate the minimum necessary standards set forth in the Privacy Rule; or (3) conflict with any statements in any applicable EOHHS-CE's Notice of Privacy Practices.
    - (2) As required by, and in accordance with, the provisions of this **Section VIII**; and
    - (3) As Required by Law, consistent with any restrictions in any applicable state or federal law or regulation governing Transportation Provider's use, disclosure, or maintenance of any PI under the Transportation Provider Subcontract.
  - b. In performing functions, activities, or services under the Transportation Provider Subcontract, Transportation Provider represents that it shall seek from Broker only the amount of PI that is minimally necessary to perform the particular function, activity, or service. To the extent the Transportation Provider Subcontract permits Transportation Provider to request PI from any other entity or individual, Transportation Provider shall only request an amount of PI that is reasonably limited to the minimal necessary to perform the intended function, activity, or service.
2. **UNIVERSAL> RESTRICTION ON CONTACTING THE INDIVIDUAL.** Transportation Provider may not use PI to attempt to contact the Individual, unless such contact is otherwise necessary to perform functions, activities or services under the Transportation Provider Subcontract, or unless Broker or EOHHS otherwise instructs Transportation Provider to do so in writing.
  3. **UNIVERSAL> PUBLICATION RESTRICTION.** Transportation Provider shall not use PI for any publication, statistical tabulation, research or similar purpose, even if the PI has been transformed into de-identified data in accord with the standards set forth in 45 CFR § 164.514(a), (b) and (c).

**E. TERMINATION**

1. **UNIVERSAL> TERMINATION FOR VIOLATION.** Notwithstanding any other provision in the Transportation Provider Subcontract, Broker may terminate such Subcontract, immediately upon written notice, if the Broker determines, in its sole discretion, that the Transportation Provider has violated any material term in this **Section VIII** or any material term of the Transportation Provider Subcontract pertaining to the security or privacy of PI.
2. **UNIVERSAL> CURE.** Prior to terminating the Transportation Provider Subcontract as permitted above, the Broker, in its sole discretion, may provide an opportunity for the Transportation Provider to end the violation and cure any related breach. If such an opportunity is provided, but cure is not feasible, or the Transportation Provider fails to end the violation

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and cure the breach within a time period set by the Broker, the Broker may terminate the Transportation Provider Subcontract immediately upon written notice.

3. **UNIVERSAL> HHS REPORT.** In the event that termination of the Transportation Provider Subcontract for a violation of a material term is not feasible, or if cure is not feasible, the Broker or EOHHS may report such violation to the Secretary, if such violation and termination pertains to work performed for an EOHHS-CE (as defined in 45 CFR 160.103) under the Transportation Provider Subcontract.

#### **F. EFFECT OF TERMINATION**

1. **UNIVERSAL> RETURN OR DESTROY DATA.** Except as provided immediately below, upon termination of the Transportation Provider Subcontract for any reason whatsoever, the Transportation Provider shall, at the Broker's option, either return or destroy all PI in any form in its possession, and the Transportation Provider shall not retain any copies of such data in any form. In no event shall the Transportation Provider destroy any PI without first obtaining the Broker's approval. In the event destruction is permitted, the Transportation Provider shall destroy PI in accord with standards set forth in NIST Special Publication 800-88 Guidelines for Media Sanitization, all applicable state retention laws, all applicable state and federal security and privacy laws and regulations (including the Privacy and Security rules), and all state data security policies including policies issued by EOHHS and the Information Technology Division. All paper copies of PI must be shredded or otherwise destroyed to a degree that will render the copies unreadable, un-useable and indecipherable without the possibility of reconstruction. Within five (5) days of any permitted destruction, the Transportation Provider shall provide the Broker with a written certification that destruction has been completed in accord with the required standards and that the Transportation Provider and its Subcontractors no longer retain such data or copies of such data. This provision shall also apply to all PI in the possession of the Transportation Provider's Subcontractors, and the Transportation Provider shall ensure that all such data in the possession of its Subcontractors has been returned or destroyed and that no Subcontractor retains any copies of such data in any form, in accord with the Broker's instructions.
2. **UNIVERSAL> TRANSFER DATA.** Notwithstanding subsection 1 immediately above, Transportation Provider shall, at the Broker's option upon termination of the Transportation Provider Subcontract for any reason whatsoever, transfer all PI in any form in its possession, or some portion thereof, to a third party identified by the Broker. Such transfer shall proceed in accord with all applicable security standards for transfer of PI set forth in this **Section VIII** and any other transfer directions provided by the Broker at the time. Within five (5) days of any requested transfer, the Transportation Provider shall provide the Broker with a written certification that the transfer was successfully completed. To the extent that the requested transfer involves only a portion of PI in the Transportation Provider's possession, the Transportation Provider shall, at the Broker's direction, follow subsection 1 immediately above or subsection 3 immediately below with respect to the remaining data. This provision shall also apply to all PI in the possession of the Transportation Provider's Subcontractors, and the Transportation Provider shall ensure that all such data in the possession of its Subcontractors is transferred and that no Subcontractor retains any copies of such data in any form, in accord with the Broker's instructions.

#### **3. UNIVERSAL> RETAIN DATA**

- a. If the Transportation Provider determines that returning or destroying PI when required under the Transportation Provider Subcontract is not feasible, the Transportation Provider shall provide the Broker with written notification of the conditions that make return or destruction not feasible. If based on the Transportation Provider's representations, the Broker concurs that return or destruction is not feasible, the Transportation Provider shall extend all protections set forth in this **Section VIII** to all such PI and shall limit further uses and disclosures of such data to those purposes that make the return or destruction of such data not feasible, for as long as the Transportation Provider maintains the data.
- b. Notwithstanding subsections 1 and 2 above, the Transportation Provider shall, at the Broker's option upon termination of the Transportation Provider Subcontract for any reason whatsoever, retain all PI in its possession, or some portion thereof, upon termination, solely for storage purposes without any authority to use or disclose such PI. In such event, the Transportation Provider shall extend all applicable data protections in this **Section VIII** and shall not use or disclose such PI for any purpose. Upon termination of such retention period, the Transportation Provider shall, at the Broker's direction, return or destroy such PI in accord with subsection 1 above, or transfer such data to a third party in accord with subsection 2 above. This provision shall also apply to all PI in the possession of the Transportation Provider's Subcontractors, and Transportation Provider shall ensure that all such data in the possession of its Subcontractors is retained, transferred, returned or destroyed in accord with the Broker's direction and

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subsections 1, 2 and 3, as applicable in accord with Broker's instructions, and that no Subcontractor retains any copies of such data in any form, in accord with Broker's instructions.

**ATTACHMENT H SIGNATURE PAGE  
APPENDIX 1 TRANSPORTATION PROVIDER PERFORMANCE STANDARDS**

I acknowledge that I have read, reviewed and understand all the provisions contained in the "Appendix 1 Transportation Provider Performance Standards"

I acknowledge that I have received the aforementioned documents and understand that they are incorporated as part of my contract with MART for the provision of transportation services.

I hereby certify to abide by all the conditions, requirements and responsibilities contained in the aforementioned documents.

Signed under the pains and penalties of perjury on this date: December 12, 2015



Signature of Chief Executive Officer/Owner or Designated Representative

Paul Jones Designated Representative

Printed Name of Chief Executive Officer/Owner or Designated Representative

Chief Executive Officer / Director

Printed Title

Please indicate below your company's designated Privacy and Security Officer(s), who will be responsible for compliance with VIII Data Privacy and Security.



Printed Name and Title of Acting Data Privacy and Security Officer #1

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Paul Jones CEO

Printed Name and Title of Acting Data Privacy and Security Officer #2

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**ATTACHMENT I**  
**Brokerage Transportation Provider**  
**Additional Performance Standards**

**EFFECTIVE JULY 1, 2015**

**A.** **DEFINITIONS:** The following key definitions apply to this document:

**ICO (Intergrated Care Options) One Care** - is an integrated health care pilot that will better serve adults with disabilities, ages 21-64 that are dual enrolled and receive both Mass Health and Medicare benefits. Participating health plans in One Care include Commonwealth Care Alliance, Fallon Total Care, and Network Health. This pilot will follow the Appendix 1 Transportation Provider Performance Standards (Attachment H) and Brokerage Transportation Additional Performance Standards (Attachment I) where indicated specifically Universal, Demand Response and Program Based as applicable.

**Loaded Mile** - the distance traveled while a consumer is in the vehicle.

**Passenger** - is considered the consumer, personal care attendants and/or escorts approved by the Broker.

**Taxi/Dial A Ride** - Taxi and Dial A Ride services are both considered to be ambulatory services. However, MART considers Taxi trips to be short distances and Dial A Ride is considered to be trips that are of longer distance.

**B.** The Montachusett Regional Transit Authority (MART) Broker Responsibilities:

1. Qualify Transportation Providers in accordance with the requirements of the Human Service Transportation Office (HST) and those developed by MART. MART also cross references the Office of the Inspector General Fraud and Prevention List to ensure that a new Transportation Provider applying to provide services or employees has not been sanctioned. This is also referenced on a monthly basis to ensure that none of the existing Transportation Providers or employees has been added to the list.
2. Maintain a record of approved Transportation approval forms such as Transportation Requests (TR's) and Prescription for Transportation (PT-1) Forms for all eligible consumers.
3. Acquire Transportation services for all eligible brokerage service transportation consumers via a low cost qualified bid process.
4. Accept all reservations for eligible trips and assign trip requests to qualified Transportation Providers through a competitive bid system via MART's Vendor Portal, Automated Vendor Call Out, Hics telephone or fax. MART will specify any special requests that pertain to a particular trip, e.g., the need for a lift, the type of wheelchair, the need for assistance, the need for specific equipment, the need for an individual ride, the scheduling of the trip with another concurrent trip or number of allowable escorts.
5. Receive and process cancellations of trips and notify Transportation Providers of cancellations.

6. Monitor Transportation Provider's contract compliance.
7. Establish appropriate procedures for verifying and ensuring that any particular consumer trip has been performed in a timely and otherwise satisfactory manner by any Transportation Provider.
8. Bill the appropriate agency for services rendered and receives payment through the appropriate agency in accordance with the agency's billing procedures.
9. Be solely responsible for reimbursing allowable payments to Transportation Providers for providing approved transportation services. The Broker shall reimburse Transportation Providers within forty-five (45) days from date the Broker receives an approved finalized invoice. The Broker is not responsible for reimbursing Transportation Providers for trips not authorized by the Broker; trips canceled, or trips not provided due to transportation provider and/or consumer error. Payments may be delayed due to incorrect invoicing or late submittal of invoices.
10. Reserves the right to implement changes or adjustments to scheduling procedures/practices, submittal of rate procedures/practices, invoicing procedures/practices and related documentation and will post an announcement via the Vendor Portal at least three (3) days prior to implementation.
11. Reserves the right to request a change or removal of operator/driver or other Transportation Provider personnel for any reason.

C. Responsibilities of the Transportation Provider:

1. Additional Defined Driver Requirements
  - a. **DEMAND RESPONSE** - Require for all round trips, that drivers provide consumers with written information pertaining to the Transportation Provider's company name and the phone number to call for their return trip.
  - b. **UNIVERSAL** - Drivers must be at least 19 years of age, have completed all training, have a valid Massachusetts Drivers License (or valid license from a contiguous state) appropriate to the type of vehicle they will be operating and a minimum of 3 years of current driving experience within the United States (US), including experience driving multi-passenger vehicles.
  - c. **UNIVERSAL** – If an emergency arises and the use of a cell phone is required, the vehicle must be stopped in a safe location to allow for safe usage.
2. Additional Defined Vehicle Requirements
  - a. All registration and license plate information must match the current inspection sticker on the vehicle. Any vehicle in service that does not meet this requirement will be removed from all work related to contract.

3. Administrative

- a. Transportation Providers are required to update information annually as requested by the broker and update driver and vehicle logs as changes are made.
- b. Required to obtain a ten (10) year Registry of Motor Vehicle (RMV) history report if applicable on all drivers, either the attested or unattested version, from the Massachusetts Registry of Motor Vehicles. If the driver does not have ten (10) year's driving history in Massachusetts, then it is the responsibility of the Transportation Provider to obtain the equivalent driving history records required from the other state(s).
- c. Transportation Providers are required to submit a copy of a Certificate of Good Standing from the Department of Revenue to confirm that their company is in good standing with any and all returns due and taxes payable to the Commonwealth.
- d. Transportation Providers (if an LLC or Corporations) are required to submit a copy of Certificate of Good Standing from the Secretary of Commonwealth. If not an LLC or Corporation, you are required to submit a Business Certificate from the City or Town your Business is registered in.
- e. Transportation Providers are required to fill out the MassHealth Federally Required Disclosure form (Attachment J ) in order to be eligible to continue as a MART Brokerage Transportation Provider. You must fully complete Sections IV.A, B, D, E and F. (Note: Section IV.C is not being requested at this time).
- f. Transportation Provider employees that are removed from all MART work should have no contact of any kind with agency consumers that are transported under the MART contract.
- g. Requests for information and backup documentation must be submitted to MART in a timely manner and must be true and accurate. Failure to respond to requests or providing false information may result in fines, contract suspension and/or contract termination.
- h. Receive trip scheduling from the Broker electronically via MART's Vendor Portal, DDS Portal, HICS, telephone, fax or Automated Vendor Call Out.
  1. **UNIVERSAL** - Transportation Providers must have internet access at all times.
  2. **DEMAND RESPONSE** - Trips will be stamped with loaded mileage and fare for trip at the time of posting to the Vendor Portal or through the Automated Vendor Call Out any dispute to the mileage and/or fare of the trip must be addressed by the Transportation Provider prior to acceptance of the trip. No increase to the mileage or fare will be accepted during the invoicing period.
  3. **DEMAND RESPONSE** - Transportation Providers must accept or decline work via the Vendor Portal daily following the schedule defined by the Broker. Any work that has not been accepted via the Vendor Portal will be removed at an

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established time set by the Broker. The Broker reserves the right to adjust the timeframe that offered work will remain unaccepted on the Vendor Portal. MART will post an announcement via the Vendor Portal at least 3 days prior to any changes to current practice. The Broker recognizes the following holidays: New Years Day, Martin Luther King Jr. Day, Presidents Day, Patriots Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day; the office will be closed, therefore, Transportation Providers are required to accept offered work via the Vendor Portal accordingly and download their work. **Failure to accept or decline assigned work on the Vendor Portal may result in a reduction of the Transportation Providers capacity of trips offered by MART.**

4. **DEMAND RESPONSE** - Transportation Providers returning work that has previously been accepted by the Transportation Provider are subject to fines and/or reduction of work, or other disciplinary action.

- i. **DEMAND RESPONSE** - Transportation Providers temporarily closing their offices and not accepting work for any given timeframe must provide written notification to the Broker at least one week prior to closing date. If a temporary closing exceeds more than a thirty (30) day period, the Transportation Provider will be required to follow-up with further written documentation as to their intentions. If follow-up documentation is not received and agreed to by MART, then the Broker will proceed with contract termination.
- j. **DEMAND RESPONSE** - Receive and process cancellations from the Broker or Consumers. Notify the Broker immediately via the Vendor Portal of any cancellations, no shows or cancel upon arrivals.
- k. **UNIVERSAL** - Treat all consumer information as confidential in accordance with Mass. Gen. Laws c. 66A, and any other applicable privacy or security law or regulation (state or federal) governing Transportation Provider's use, disclosure, and maintenance of any PI under the Transportation Provider Subcontract, including for example, 42 CFR Part 431, Subpart F, Mass. Gen. Laws c. 93H and Executive Order 504 and the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- l. **UNIVERSAL** - Maintain records for seven (7) years on the following information. This information will include but is not limited to:
  - (1) Driver/Trips log, copy of driver's license, CORI, RMV, training certificates, etc.
- m. **UNIVERSAL** - Transportation Provider's may conduct in-house training only for trainings that do not require a certified trainer. Instructor must have specific training certification or have been trained by a certified instructor prior to that individual providing training to drivers, monitors and other personnel as indicated in Attachment K.
- n. **DEMAND RESPONSE** - Utilize a Scheduling Grid System which will break down Transportation Provider's assignment capacity to determine the provider's availability. The Transportation Provider shall have the ability to modify their capacity. MART reserves the right to adjust Transportation Provider's capacities based on performance statistics, quality of service and availability.

- o. **UNIVERSAL** - Required to have a representative attend mandatory conferences, meetings and trainings as requested by the Broker.
  - p. **DEMAND RESPONSE** - Required to respond in writing to Broker Passenger Service Reports within 48 hours via MART's Vendor Portal. However, verbal reports and /or responses may be required immediately. Failure to respond to the Passenger Service Report by the designated deadline or immediate requests for information will result in fine(s) or further disciplinary action.
  - q. **DEMAND RESPONSE** - Required to report immediately to the Broker any service complaints received.
  - r. **DEMAND RESPONSE** - Required to notify the Broker immediately by telephone of all circumstances of client misconduct and follow-up in writing via MART's Vendor Portal.
  - s. **UNIVERSAL** - Provide the Broker and consumers with a Massachusetts or a toll free telephone number.
  - t. **UNIVERSAL** - The Transportation Provider will be required to submit to MART a Certificate of Insurance naming MART as a certificate holder and contain the following language in the Description of Operations/ Locations/Vehicles/Special items box: Montachusett Regional Transit Authority (MART) is an additional insured with respects to the transportation services provided by the insured, where required by written contract.
  - u. **UNIVERSAL** - The Transportation Provider shall provide MART in writing the name of an individual(s), who shall act as a Privacy and Security Officer(s) and be responsible for compliance with all Data Privacy and Security Standards. The Transportation Provider shall also notify MART in writing within five business days of any transfer of such duties to other persons within its organization.
  - v. **UNIVERSAL** -The Transportation Provider is required to have a signed release of information form from their employees on file. According to the contract specifications the Transportation Providers are required to share employee information and credentials with the Broker, HST and funding agencies. This form will be reviewed by the inspectors for compliance during office audits.
4. Invoicing
- a. **UNIVERSAL** - Submit accurate invoices to the Broker electronically (via Vendor Portal) either twice per month or monthly depending on that program's billing cycle. Transportation Providers will be required to have computer software capable of downloading a CSV file (hard copy for your files).
  - b. **UNIVERSAL** - Submit invoices with an invoice cover sheet. The cover sheet can also be sent via Vendor Portal with electronic signature capability. This electronic signature sent via Vendor Portal represents an original signature and is accepted by both parties. This will be indicated as such on the invoice cover sheet.

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- c. **UNIVERSAL** - Bill the Broker only for actual trips provided, no shows or trips canceled upon arrival will not be reimbursed.
- d. **PROGRAM BASED** – Bill the Broker accurately. Fraudulent billing will result in disciplinary action to the Transportation Provider, such as fines, suspension, possible prosecution and/or termination of contract.
- e. **DEMAND RESPONSE** - Bill the Broker appropriately and as per agreement for shared ride groups. The Broker will only pay for the total loaded mileage for a shared ride group. The total cost of the shared ride group will be divided equally among all consumers in the group. The loaded mileage and fare for the shared ride group will be stamped at the time of assignment to the Transportation Provider and will remain in effect for the duration of the shared ride group. Any significant changes to the group will result in the Broker reevaluating the group. The total cost of the shared ride group must be less than the total cost to transport the shared consumers separately.
- f. **DEMAND RESPONSE** - Bill the Broker accurately. The Broker will report any invoicing of services not provided (fraudulent billing) to Mass Health and may be forwarded by Mass Health to the Mass Health Fraud unit and the Attorney General's office. Fraudulent billing will result in disciplinary action to the Transportation Provider, such as fines, suspension, possible prosecution and/or termination of contract.

D. Reporting Requirements

- 1. **UNIVERSAL** – Transportation Provider will be required to submit to the Broker additional reporting information on a monthly basis.
  - a. End of month odometer reading on vehicles used for brokerage contract. Update vehicle inventory with new or deleted vehicles.
  - b. Total vehicle hours: total vehicle hours that the vehicle is on the road in service to MART for the month. Example: time driver leaves the garage to begin brokerage work until break and time back in service till next break or end of day.
  - c. Accident Vehicle Miles – the odometer reading of the vehicle at the time of the accident.
  - d. Report Dead Head Miles for WC vans or vehicles with a capacity of 14 or more passengers – reporting of mileage from start to first pick up and from last drop-off to garage at end of day unless there is a significant break, then would need same after break.
  - e. Percentage of fully allocated expenses in service to MART broken down by the following categories (see below example based on \$40,000 monthly invoice):
    - 1. Vehicle Operations – driver salary, dispatcher salary, fuel = \$32,000 (80%)
    - 2. Vehicle Maintenance – oil changes, tires, mechanic salary - \$4,000 (10%)
    - 3. Non-Vehicle Maintenance – janitor salary, utility bills, cleaning supplies, etc = \$2,000 (5%)

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4. General Administration – Office staff salaries, profit, admin overhead = \$2,000 (5%)
  - f. Fuel Cost – total cost of fuel for the month.
  - g. Gallons of Fuel – total number of gallons of fuel purchased
  - h. Miles per Gallon – average number of miles that a vehicle travelled on one gallon of fuel for each vehicle used for brokerage contract.

E. Reimbursement For Service:

1. **UNIVERSAL** - Transportation Providers will be reimbursed by the Broker for provision of authorized services based on the Transportation Provider's rate structure.
  - a. **DEMAND RESPONSE** - Rate adjustments can be submitted on a monthly basis. Rate changes must be submitted via MART's Vendor Portal by the 10<sup>th</sup> of the preceding month. The rates adjustments will be available for the Transportation Provider's to sign electronically from the 11<sup>th</sup> to the 20<sup>th</sup> and submit to MART for review and approval. Once accepted, new rate sheets will be signed by MART electronically and then available for the Transportation Provider to print for their records. All processed rates adjustments will be applied 7 days prior to the month's end. Monthly rate changes will not apply to existing standing order trips and shared ride groups. Rate adjustments will not be accepted during the months of May and June as the broker will be processing contract renewals, rate changes will be accepted for the July 1<sup>st</sup> contract renewal by a date designated by the broker.
  - b. **DEMAND RESPONSE** - Transportation providers have the right to adjust demand response rates on a monthly basis no other rate negotiations will be entered into outside of contracted rates unless the broker is requiring a special service be provided.
  - c. **DEMAND RESPONSE** - Standing Order Trips will be stamped with the loaded mileage and fare at time of assignment and will remain in effect for the duration of the standing order.
  - d. **DEMAND RESPONSE** - The Broker reserves the right to re-assign daily trips/standing order trips and shared ride groups with minimal notification to the vendor.

F. Service Standards:

- a. **DEMAND RESPONSE** - Shared ride groups implemented by MART must be adhered to. A Transportation Provider must receive prior approval from a MART representative before changing and/or separating a shared ride group. All shared rides must be noted as such on submitted invoices. This means that vehicles may be routed to pick-up or drop-off consumers' enroute to other consumer(s)' origins or destinations in order to allow a greater number of consumers to be carried with available vehicles. The Broker reserves the right to limit shared rides if they create excessive travel time for consumers or are otherwise

deemed not to be in the best interests of the Consumer. Consumer travel time on the vehicle cannot exceed one and one half hours (1 ½).

- b. **UNIVERSAL** - Consumers shall be picked up on a timely basis and arrive to scheduled appointments on time. Transportation Providers must notify the Broker prior to scheduled pickup if their vehicle is going to be late.
- c. **DEMAND RESPONSE** - Consumers shall be picked up within one (1) hour of their phone call for return trips; this only applies to "will calls for return trips." If the consumer has a set return time, the Transportation Provider must notify the Broker prior to scheduled pick up if their vehicle is going to be late.
- d. **DEMAND RESPONSE** - Personal Care Attendants (PCAs) and authorized escorts ride at no charge.
- e. **UNIVERSAL** - Trips must be only to the addresses authorized by the Broker.
- f. **UNIVERSAL** - The Broker reserves the right to require on-going evaluation procedures. Non-performance or deterioration of quality of service may result in disciplinary action, reduction of work, suspension and/or contract termination.
- g. **UNIVERSAL** - The Broker will monitor equipment and service performance.
- h. **UNIVERSAL** - The Broker reserves the right to refuse payment for service that is late, of poor quality, or violates contract.
- i. **UNIVERSAL** - Quality of service issues on behalf of the Transportation Provider will result in warnings, fines and additional administrative actions such as re-trainings, etc. Severe or continued violations of contract standards may result in reduction of work, suspension and/or contract termination.
  - 1. Transportation Providers will have an opportunity to appeal fines within 30 days from the date of the fine letter. All appeals must be submitted in writing.
- j. **DEMAND RESPONSE** - Children traveling without parents or escorts shall not be grouped with other adults. These children may only be transported separate and direct or grouped with other children traveling without parents or escorts unless otherwise specified.
- k. **UNIVERSAL** - Consumers shall not be asked to cover tolls, parking fees, etc.
- l. **PROGRAM BASED** – As soon as it is determined that a caregiver is not home to receive a consumer, the protocol is as follows, the driver must call dispatch, and the dispatcher is to contact the appropriate MART staff. MART will then contact the necessary parties and give directives to the dispatcher on how the driver is to proceed.

**ATTACHMENT I SIGNATURE PAGE  
BROKERAGE TRANSPORTATION PROVIDER ADDITIONAL PERFORMANCE STANDARDS  
ACCEPTANCE PAGE**

I acknowledge that I have read, reviewed and understand all the provisions contained in the "MART Brokerage Transportation Provider Additional Performance Standards".

I acknowledge that I have received the aforementioned document and understand that they are incorporated as part of my contract with MART for the provision of transportation services.

I hereby certify to abide by all the conditions, requirements and responsibilities contained in the aforementioned documents.

Signed under the pains and penalties of perjury on this date: December 9, 2015

Paul Jones Designated Representative  
Signature of Chief Executive Officer/Owner or Designated Representative

Paul Jones Designated Representative  
Printed Name of Chief Executive Officer/Owner or Designated Representative

Chief Executive Officer  
Printed Title

**ATTACHMENT J**



# Federally Required Disclosures

## **Ownership and Control, Business Transactions and Criminal Convictions (42 CFR §§ 455.100 – 106, 42 CFR 455.436, and 42 CFR §1002.3)**

Federal law requires fiscal agents, managed care entities (MCEs), and other MassHealth providers, including applicants and certain bidders seeking to provide MassHealth services, to disclose some or all of the following: business ownership and control, business transactions, and criminal convictions. See 42 CFR §§ 455.100 – 106, 42 CFR 455.436, and 42 CFR §1002.3. MassHealth requires the submission of tax identification numbers (TINs), for example, social security number (SSN) or employer identification number (EIN), for purposes necessary to properly administer the MassHealth program (See 42 U.S.C. § 1320a-3 and 42 U.S.C. § 405 (c)(1).) Unless otherwise instructed by MassHealth, fiscal agents, MCEs, and other providers, must use this form when disclosing such information to MassHealth.

The following terms are defined in 42 CFR 438.2.

- Health Insuring Organization (HIO)      • Prepaid Inpatient Health Plan (PIHP)
- Managed Care Organization (MCO)      • Primary Care Case Manager (PCCM)
- Health Insuring Organization (HIO)      • Prepaid Ambulatory Health Plan (PAHP)

### **I. Disclosing Entities**

All providers, disclosing entities, and others completing this form must complete Sections IV.A. and IV.F. Other information that must be disclosed and the timing of the disclosure varies depending on the identity of the disclosing entity as specified below.

#### **A. Providers and PCCMs**

- (1) Disclosures of Ownership and Control (Section IV.B.) are due
  - (a) upon submission of a provider application;
  - (b) upon execution of the provider agreement with MassHealth;
  - (c) upon MassHealth's request during revalidation of enrollment; and
  - (d) within 35 days after any change in ownership of the entity required to disclose.
- (2) Disclosures of Business Transactions (Section IV.C.) are due within 35 days of MassHealth's written request.
- (3) Disclosures of Criminal Convictions (Section IV.D.) are due
  - (a) upon submission of a provider application;
  - (b) upon execution or renewal of the provider agreement with MassHealth; and
  - (c) upon MassHealth's written request.

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- (4) Disclosures of Relationships to Excluded, Penalized or Convicted Persons (Section IV.E.) are due
- (a) upon execution of a provider agreement with MassHealth;
  - (b) upon renewal of the provider agreement with MassHealth; and
  - (c) upon MassHealth's written request.

**B. Provider applicants**

Provider applicants must provide Ownership and Control and Criminal Conviction Disclosures, and Disclosures of Relationships of Excluded, Penalized, or Convicted Persons (Section IV. B, D, and E), as detailed above, however, they are not required to disclose Business Transactions (Section IV.C.).

**C. Fiscal agents**

Disclosures of Ownership and Control (Section IV.B.) are due

- (1) upon submission of a proposal in accordance with the state procurement process;
- (2) upon execution of a contract with MassHealth;
- (3) upon renewal or extension of the contract with MassHealth; and
- (4) within 35 days after any change in ownership.

**D. MCEs (MCOs, PIHPs, PAHPs, and HIOs except PCCMs)**

- (1) Disclosures of Ownership and Control (Section IV.B.) are due
  - (a) upon submission of a proposal in accordance with the state procurement process;
  - (b) upon execution of a contract with MassHealth;
  - (c) upon renewal or extension of the contract with MassHealth; and
  - (d) within 35 days after any change in ownership.
- (2) Disclosures of Business Transactions (Section IV.C.) are due within 35 days of MassHealth's written request.
- (3) Disclosures of Criminal Convictions (Section IV.D.) are due
  - (a) upon submission of a provider application;
  - (b) upon execution or renewal of the provider agreement with MassHealth; and
  - (c) upon MassHealth's written request.
- (4) Disclosures of Relationships to Excluded, Penalized, or Convicted Persons (Section IV.E.) are due
  - (a) upon execution of a contract with MassHealth;
  - (b) upon renewal of the contract with MassHealth; and
  - (c) upon MassHealth's written request.

Please attach an additional page or pages if necessary

## II. Definitions for Sections IV. B-D

Definitions for the terms that are used in this form are provided here for your convenience. The source of these definitions is 42 CFR § 455.101.

**Agent** means any person who has been delegated the authority to obligate or act on behalf of a provider.

**Disclosing entity** means a Medicaid provider (other than an individual practitioner or group of practitioners) or a fiscal agent.

**Fiscal agent** means a contractor that processes or pays vendor claims on behalf of the Medicaid agency.

**Group of practitioners** means two or more health care practitioners who practice their profession at a common location (whether or not they share common facilities, common supporting staff, or common equipment).

**Indirect ownership interest** means an ownership interest in an entity that has an ownership interest in the disclosing entity. This term includes an ownership interest in any entity that has an indirect ownership interest in the disclosing entity.

**Managed Care Entity (MCE)** means managed care organizations (MCOs), PIHPs, PAHPs, PCCMs, and HIOs, as defined by 42 CFR §455.101.

**Managing employee** means a general manager, business manager, administrator, director, or other individual who exercises operational or managerial control over, or who directly or indirectly conducts the day-to-day operation of an institution, organization, or agency.

**Other disclosing entity** means any other Medicaid disclosing entity and any entity that does not participate in Medicaid, but is required to disclose certain ownership and control information because of participation in any of the programs established under Title V, XVIII, or XX of the Act. This includes (a) any hospital, nursing facility, home health agency, independent clinical laboratory, renal disease facility, rural health clinic, or health maintenance organization that participates in Medicare (Title XVIII); (b) any Medicare intermediary or carrier; and (c) any entity (other than an individual practitioner or group of practitioners) that furnishes, or arranges for the furnishing of, health-related services for which it claims payment under any plan or program established under Title V or Title XX of the Act.

**Ownership interest** means the possession of equity in the capital, the stock, or the profits of the disclosing entity.

**Person with an ownership or control interest** means a person or corporation that (a) has an ownership interest totaling five percent or more in a disclosing entity; (b) has an indirect ownership interest equal to five percent or more in a disclosing entity; (c) has a combination of direct and indirect ownership interests equal to five percent or more in a disclosing entity; (d) owns an interest of five percent or more in any mortgage, deed of trust, note, or other obligation secured by the disclosing entity if that interest equals at least five percent of the value of the property or assets of the disclosing entity; (e) is an officer or director of a disclosing entity that is organized as a corporation; or (f) is a partner in a disclosing entity that is organized as a partnership.

**Significant business transaction** means any business transaction or series of transactions that, during any one fiscal year, exceed the lesser of \$25,000 and five percent of a provider's total operating expenses.

**Subcontractor** means (a) an individual, agency, or organization to which a disclosing entity has contracted or delegated some of its management functions or responsibilities of providing medical care to its patients; or (b) an individual, agency, or organization with which a fiscal agent has entered into a contract, agreement, purchase order, or lease (or leases of real property) to obtain space, supplies, equipment, or services provided under the Medicaid agreement.

**Supplier** means an individual, agency, or organization from which a provider purchases goods and services used in carrying out its responsibilities under Medicaid (e.g., a commercial laundry, a manufacturer of hospital beds, or a pharmaceutical firm).

**Wholly owned supplier** means a supplier whose total ownership interest is held by a provider or by a person, persons, or other entity with an ownership or control interest in a provider.

### **III. Determination of Ownership or Control Percentages**

Instructions for determining ownership or control percentages are reproduced here for your convenience. The source of these definitions is 42 CFR § 455.102.

A. Indirect ownership interest. The amount of indirect ownership interest is determined by multiplying the percentages of ownership in each entity. For example, if A owns 10 percent of the stock in a corporation, which owns 80 percent of the stock of the disclosing entity, A's interest equates to an 8 percent indirect ownership interest in the disclosing entity and must be reported. Conversely, if B owns 80 percent of the stock of a corporation which owns 5 percent of the stock of the disclosing entity, B's interest equates to a 4 percent indirect ownership interest in the disclosing entity and need not be reported.

B. Person with an ownership or control interest. In order to determine percentage of ownership, mortgage, deed of trust, note, or other obligation, the percentage of interest owned in the obligation is multiplied by the percentage of the disclosing entity's assets used to secure the obligation. For example, if A owns 10 percent of a note secured by 60 percent of the provider's assets, A's interest in the provider's assets equates to 6 percent and must be reported. Conversely, if B owns 40 percent of a note secured by 10 percent of the provider's assets, B's interest in the provider's assets equates to 4 percent and need not be reported.

### **IV. Disclosures**

#### **A. Identification Information**

*All applicants, bidders, disclosing entities, fiscal agents, and providers, including MCEs, must complete this section.*

Name: Commonwealth Community Recovery Division Inc

Address (Individuals must provide their home address. Legal entities must provide, as applicable, their primary business address, every business location, and post office box addresses. Attach a separate sheet if additional space is needed.):

79 Thompson St, Springfield ma 01109

Provider ID/service location (PID/SL) for existing MassHealth providers:

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Contact person: Paul Jones (Paul Jones)  
Title: Chief Executive Officer (CEO) / Director  
Phone no.: 888-680-4667 cell# 617-939-5417

**B. Ownership and Control**

*All applicants, bidders, disclosing entities, fiscal agents, and providers, including MCEs, must complete this section, unless otherwise directed by MassHealth.*

- (1) List the name and address of any person (individual or legal entity) with an ownership or control interest in the entity providing these disclosures, or with an ownership or control interest in any subcontractor in which the disclosing entity has a direct or indirect ownership of five percent or more. Provide the date of birth and SSN (for individuals identified), or other TIN (for legal entities identified), and complete the additional requested information. Attach a separate sheet if additional space is needed. If there is no person or entity in this category, please respond "None."

(a) Name: Commonwealth Community Recovery Division Inc.

Address (Individuals must provide their home address. Legal entities must provide, as applicable, their primary business address, every business location, and post office box addresses. Attach a separate sheet if additional space is needed.):

79 Thompson St, Springfield MA 01109

SSN or TIN: 35-2443059

Date of birth (if an individual): \_\_\_\_\_

The individual or legal entity identified above has an ownership or control interest in which entity(ies):

- The entity providing these disclosures?  Yes  No
- A subcontractor in which the disclosing entity has a direct or indirect ownership of five percent or more?  
► Name and address of the subcontractor (Individuals must provide their home address. Legal entities must provide, as applicable, their primary business address, every business location, and post office box addresses. Attach a separate sheet if additional space is needed.):  
\_\_\_\_\_

- 
- SSN or TIN of the subcontractor:
- 
- 

(b) Name: \_\_\_\_\_

Address (Individuals must provide their home address. Legal entities must provide, as applicable, their primary business address, every business location, and post office box addresses. Attach a separate sheet if additional space is needed.):  
\_\_\_\_\_  
\_\_\_\_\_

SSN or TIN:  
\_\_\_\_\_

Date of birth (if an individual): \_\_\_\_\_

The individual or legal entity identified above has an ownership or control interest in which entity(ies):

- The entity providing these disclosures?       Yes     No
  - A subcontractor in which the disclosing entity has a direct or indirect ownership of five percent or more?       Yes     No
- Name and address of the subcontractor (Individuals must provide their home address. Legal entities must provide, as applicable, their primary business address, every business location, and post office box addresses. Attach a separate sheet if additional space is needed.):  
\_\_\_\_\_  
\_\_\_\_\_

- SSN or TIN of the subcontractor:  
\_\_\_\_\_  
\_\_\_\_\_

- (2) Identify any individuals or legal entities named in question 1 as having an ownership or control interest, who are related to each other as spouse, parent, child, or sibling; and identify the particular relationship. If there are no such relationships, please respond "None."

NONE

- (3) Identify any individuals or legal entities listed in question 1 as having an ownership or control interest, who also have an ownership or control interest in any other disclosing entity (or fiscal agent or MCE), and provide the name of each such other disclosing entity. If there are no individuals or legal entities with such interest, please respond "None." Attach a separate sheet if additional space is needed.

(a) Name: NONE

Other entity name: \_\_\_\_\_

Other entity address: \_\_\_\_\_

(b) Name: NONE

Other entity name: \_\_\_\_\_

Other entity address: \_\_\_\_\_

- (4) Identify and provide the following information for each managing employee. If there are no managing employees, please respond "None." Attach a separate sheet if additional space is needed.

(a) Managing employee: NONE

Address: \_\_\_\_\_

SSN: \_\_\_\_\_

Date of birth: \_\_\_\_\_

(b) Managing employee: \_\_\_\_\_

Address: \_\_\_\_\_

SSN: \_\_\_\_\_

Date of birth: \_\_\_\_\_

(c) Managing employee: NONE

Address: \_\_\_\_\_

SSN: \_\_\_\_\_

Date of birth: \_\_\_\_\_

**C. Business Transactions**

*Complete this section only if MassHealth directs you to do so. (Applicants and fiscal agents do not need to complete this section.)*

(1) Identify the ownership of any subcontractor with whom the provider, including an MCE, has had business transactions totaling more than \$25,000 during the 12-month period before the date of this request. If there are multiple owners or shareholders, list only those with direct or indirect ownership of five percent or more. If there are no such business transactions to report, please respond "None." Attach a separate sheet if additional space is needed.

(a) Subcontractor: NONE

Address: \_\_\_\_\_

SSN or TIN: \_\_\_\_\_

(i) Name of owner: \_\_\_\_\_

Address: \_\_\_\_\_

(ii) Name of owner: \_\_\_\_\_

Address: \_\_\_\_\_

(b) Subcontractor: \_\_\_\_\_

Address: \_\_\_\_\_

SSN or TIN: NONE

(i) Name of owner: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

(ii) Name of owner: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

- (2) Identify any significant business transactions between the provider and any wholly owned supplier, or between the provider and any subcontractor during the five-year period before the date of this request. If there are no significant business transactions to report, please respond "None." Attach a separate sheet if additional space is needed.

NONE



**D. Criminal Convictions**

*Applicants, bidders, and providers, including MCEs, must complete this section, unless otherwise directed by MassHealth.*

Provide the requested information in this section for any person who

- (1) (a) has an ownership or control interest in the disclosing applicant, bidder, MCE or provider, or  
(b) is an agent or managing employee of the disclosing applicant, bidder, MCE or provider; and
- (2) has also been convicted of a criminal offense related to any program under Medicare, Medicaid, or Title XX services since the inception of those programs.

If there are no persons with such interest, please respond "None." Attach a separate sheet if more space is needed.

Person 1

Name: \_\_\_\_\_

NONE

Address: \_\_\_\_\_

Relationship:  person with an ownership or control interest  
 agent  
 managing employee

Conviction Information:

Crime(s):

*NONE*

Date of conviction:

Person 2

Name:

Address:

Relationship:  person with an ownership or control interest  
 agent  
 managing employee

Conviction Information:

Crime(s):

Date of conviction:

**E. Relationships to Excluded, Penalized, or Convicted Persons in accordance with 42 CFR §1002.3**

*All bidders, applicants, providers, including MCEs, must complete this section, unless otherwise directed by MassHealth.*

- (1) For purposes of section E only, the following terms are as defined in 42 CFR §1001.1001:  
Agent means any person who has express or implied authority to obligate or act on behalf of an entity.

Immediate family member means, a person's husband or wife; natural or adoptive parent; child or sibling; stepparent, stepchild, stepbrother or stepsister; father-, mother-, daughter-, son-, brother- or sister-in-law; grandparent or grandchild; or spouse of a grandparent or grandchild.

Indirect ownership interest includes an ownership interest through any other entities that ultimately have an ownership interest in the entity in issue. (For example, an individual has a 10 percent ownership interest in the entity at issue if he or she has a 20 percent ownership interest in a corporation that wholly owns a subsidiary that is a 50 percent owner of the entity in issue.)

Member of household means, with respect to a person, any individual with whom they are sharing a common abode as part of a single family unit, including domestic employees and others who live together as a family unit. A roomer or boarder is not considered a member of household.

Ownership interest means an interest in:

- (a) The capital, the stock or the profits of the entity, or

- (b) Any mortgage, deed, trust or note, or other obligation secured in whole or in part by the property or assets of the entity.
- (2) (a) Please identify, and provide the requested information in this section regarding any person who:
- (i) has been convicted of a criminal offense as described in sections 1128(a) and 1128(b)(1), (2), or (3) of the Social Security Act;
  - (ii) has had civil money penalties or assessments imposed under section 1128A of the Social Security Act; or
  - (iii) has been excluded from participation in Medicare or any of the state health care programs, and
- (b) who also has one or more of the following relationships to the disclosing bidder, applicant, MCE, or other provider:
- (i) has a direct or indirect ownership interest (or any combination thereof) of five percent or more in the entity;
  - (ii) is the owner of a whole or part interest in any mortgage, deed of trust, note, or other obligation secured (in whole or in part) by the entity or any of the property assets thereof, in which whole or part interest is equal to or exceeds five percent of the total property and assets of the entity;
  - (iii) is an officer or director of the entity, if the entity is organized as a corporation;
  - (iv) is partner in the entity, if the entity is organized as a partnership;
  - (v) is an agent of the entity;
  - (vi) is a managing employee, that is, an individual (including a general manager, business manager, administrator, or director) who exercises operational or managerial control over the entity or part thereof, or directly or indirectly conducts the day-to-day operations of the entity or part thereof; or
  - (vii) was formerly described in subparagraphs (i) through (vi), immediately above, but is no longer so described because of a transfer of ownership or control interest to an immediate family member or a member of the person's household as defined in this section, in anticipation of or following a conviction, assessment of a civil monetary penalty, or imposition of an exclusion.

If there are no persons with such interest, please respond "None." Attach a separate sheet if more space is needed.

Person 1

Name: None

Address: \_\_\_\_\_

**Montachusett Regional Transit Authority and Commonwealth Community Recovery Division Inc.  
MART Brokerage Transportation Provider Contract  
Effective July 1, 2015**

Relationship:

NONE Current     Former Conviction Information:

Crime(s):

Date of conviction:

 Penalty or Assessment Information:

Reason(s):

Date penalty or assessment imposed:

Exclusion Information (Medicare):

Reason(s):

Date of exclusion:

 Exclusion Information (state health care program):

State(s):

Reason(s):

Date of exclusion:

Person 2

Name:

Address:

Relationship:

 Current     Former Conviction Information:

Crime(s):

Date of conviction:

 Penalty or Assessment Information:

Reason(s):

Date penalty or assessment imposed:

Exclusion Information (Medicare):

Reason(s):

## ATTACHMENT K

### DRIVER AND MONITOR CONTRACT TRAINING REQUIREMENT

The Transportation Provider shall: Ensure that all Drivers and Monitors have successfully completed the applicable in-service training program(s) prior to transporting any HST Consumers and annually thereafter. The Broker reserves the right to request documentation of trainings conducted and all training documentation must be kept on file in the employee (Driver/Monitor) personnel files for Audit purposes. The mandatory training shall include, at a minimum, the Driver & Monitor Contract Training Requirement listed on the form below. Use the form below to document completed training.

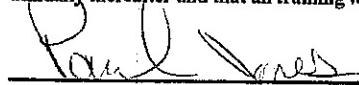
TRAINING RECORD			Name of Personnel: Driver — Monitor (Circle one or both if applicable)
Date of Training	Instructor Name	Program Application	DRIVER AND MONITOR CONTRACT TRAINING REQUIREMENT
		Universal	* DRIVER ONLY: Driver rules and regulations; Defensive driving & reacting to skids, and Vehicle stalling & brake failure
		Universal	*** DRIVER AND MONITOR: Proper use of vehicle safety equipment; content and use of all first aid kit items; use of two-way radios, if applicable, and emergency vehicle evacuation procedures
		Universal	*** DRIVER AND MONITOR: Accident procedures & Incident reporting
		Universal	* DRIVER AND MONITOR: Correct use of Consumer seat belts, including correct use of child safety restraint devices for all programs serving children
		Universal	* DRIVER AND MONITOR: Use of Wheelchair lift & proper wheelchair securement
		Universal	* DRIVER AND MONITOR: Human rights and sensitivity to Consumer needs, including disability awareness, passenger assistance and accommodations for service animals (guide dogs) in vehicles
		Universal	*** DRIVER AND MONITOR: Familiarization with the HST and Agency standards, specifications and procedures, including mandated reporting of suspected abuse or neglect and suspected Medicaid member or provider fraud and abuse, driver and monitor performance standards, consumer pickup protocols, and data privacy and security rules and requirements, including compliance with the HIPAA Rules, EO 504 and all other applicable laws, regulations, policies, procedures and standards applicable to Transportation Provider (including those set forth in Section VIII, below)
		Program-Based	* DRIVER AND MONITOR: First aid; reaction to seizures, universal precautions and "vehicle empty" inspection procedure
		DPH only	** DRIVER AND MONITOR: Certified in basic first aid (4 hours). The certification must be through the American Red Cross, American Heart Association, or other equivalent training approved by the Broker and must be kept current
		DPH only	** DRIVER AND MONITOR: Certified in CPR for infants and children. The certification must be through the American Red Cross, American Heart Association, or other equivalent training approved by the Broker and must be kept current

\* Annual Training must be conducted by a certified instructor or by an instructor who has been trained by a certified instructor and must be kept current at all times.

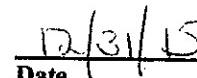
\*\* Training requires Certification from the American Red Cross or the American Heart Association and must be kept current at all times.

\*\*\* Annual Training can be conducted by a your in-house instructor and must be kept current at all times.

I certify that all Drivers and Monitors have or will have successfully completed the applicable in-service training program, "DRIVER & MONITOR CONTRACT TRAINING REQUIREMENT", prior to having contact with or transporting any HST Consumers, that they will receive required training annually thereafter and that all training will be kept current.



Signature of Chief Executive Officer/Owner or Designated Representative



Date

  
Printed Name of Chief Executive Officer/Owner or Designated Representative

**Montachusett Regional Transit Authority and Commonwealth Community Recovery Division Inc.  
MART Brokerage Transportation Provider Contract  
Effective July 1, 2015**

Date of exclusion: None

Exclusion Information (state health care program):  
State(s): \_\_\_\_\_

Reason(s): \_\_\_\_\_

Date of exclusion: \_\_\_\_\_

**F. Provider/Fiscal Agent/MCE/Applicant, Bidder Attestation, Signature, and Date**

*All providers, disclosing entities, fiscal agents, MCEs, applicants, and bidders must complete this section.*

I certify that the information on this form, and any attached statement that I have provided, has been reviewed and signed by me, and is true, accurate, and complete, to the best of my knowledge. I understand that I sign under the pains and penalties of perjury, and may be subject to civil penalties or criminal prosecution for any falsification, omission, or concealment of any material fact contained herein.

Provider's/disclosed entity's/fiscal agent's/MCE's/applicant's/bidder's signature (signature and date stamps, or the signature of anyone other than the provider/fiscal agent, applicant, bidder, or in the case of a legal entity, person legally authorized to sign on behalf of the entity are not acceptable.):

Signature: Paul Jones

Date: December 9, 2015

Printed name: Paul Jones

Title: CEO / Director

PE-FRD (Rev. 07/12)

**ATTACHMENT L  
TRANSPORTATION PROVIDERS EMPLOYEE ACKNOWLEDGEMENT**

The Transportation Provider and its employees and agents must maintain confidentiality of any and all information related to MART's Brokerage Transportation Provider Services, consumers and passengers and comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

I have reviewed the HIPAA Act and hereby certify to abide by all the conditions, requirements and responsibilities contained in the aforementioned document.

Signed under the pains and penalties of perjury on this date: Dec 12, 2015

Paul Jones  
Transportation Provider Employee Signature

Paul Jones  
Print Name of Transportation Provider Employee

**This original Attachment should be filled out by the authorized contract signatory and returned with contract. A copy of this form should be signed by all employees and kept in their file for vendor audit.**

**ATTACHMENT M**

**Fraud and Abuse Policy** -It is MART's policy that its employees and contractors comply with applicable laws and regulations aimed to prevent fraud and abuse. MART does not tolerate or condone fraud and/or abuse, activities of this nature will result in termination and/or prosecution.

**Deficit Reduction Act of 2005**

Any entity who receives more than \$5 million per year in Medicaid payments is required to provide information to its employees about the Federal False Claims Act, any applicable state False Claims Act, the rights of employees to be protected as whistleblowers, and the organization's policies and procedures for detecting and preventing fraud, waste and abuse.

**The Federal False Claims Act**

The False Claims Act prohibits, among other things, any person from knowingly submitting, or causing to be submitted, or conspiring to be submitted, or from making a false record or statement in connection with the submission of, a false or fraudulent claim for payment to the United States government.

**(a) LIABILITY FOR CERTAIN ACTS**

A person is liable if he/she-

- (A) knowingly presents, or causes to be presented, a false or fraudulent claim for payment or approval;
- (B) knowingly makes, uses, or causes to be made or used, a false record or statement material to a false or fraudulent claim;
- (C) conspires to commit a violation of subparagraph (A), (B), (D), (E), (F), or (G);
- (D) has possession, custody, or control of property or money used, or to be used, by the Government and knowingly delivers, or causes to be delivered, less than all of that money or property;
- (E) is authorized to make or deliver a document certifying receipt of property used, or to be used, by the Government and, intending to defraud the Government, makes or delivers the receipt without completely knowing that the information on the receipt is true;
- (F) knowingly buys, or receives as a pledge of an obligation or debt, public property from an officer or employee of the Government, or a member of the Armed Forces, who lawfully may not sell or pledge property; or
- (G) knowingly makes, uses, or causes to be made or used, a false record or statement material to an obligation to pay or transmit money or property to the Government, or knowingly conceals or knowingly and improperly avoids or decreases an obligation to pay or transmit money or property to the Government, is liable to the United States Government for a civil penalty of not less than \$5,000 and not more than \$10,000, as adjusted by the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. 2461 note; Public Law 104-410), plus 3 times the amount of damages which the Government sustains because of the act of that person.

**A full copy of this Act is available upon request.**

### **Massachusetts False Claims Act**

The Massachusetts False Claims Act (MFCA) prohibits the following:

Any person who:

- (1) knowingly presents, or causes to be presented, a false or fraudulent claim for payment or approval;
- (2) knowingly makes, uses, or causes to be made or used, a false record or statement to obtain payment or approval of a claim by the commonwealth or any political subdivision thereof;
- (3) conspires to defraud the commonwealth or any political subdivision thereof through the allowance or payment of a fraudulent claim;
- (4) has possession, custody, or control of property or money used, or to be used, by the commonwealth or any political subdivision thereof and knowingly delivers, or causes to be delivered to the commonwealth, less property than the amount for which the person receives a certificate or receipt with the intent to willfully conceal the property;
- (5) is authorized to make or deliver a document certifying receipt of property used, or to be used, by the commonwealth or any political subdivision thereof and with the intent of defrauding the commonwealth or any political subdivision thereof, makes or delivers the receipt without completely knowing that the information on the receipt is true;
- (6) buys, or receives as a pledge of an obligation or debt, public property from an officer or employee of the commonwealth or any political subdivision thereof, knowing that said officer or employee may not lawfully sell or pledge the property;
- (7) enters into an agreement, contract or understanding with one or more officials of the commonwealth or any political subdivision thereof knowing the information contained therein is false;
- (8) knowingly makes, uses, or causes to be made or used, a false record or statement to conceal, avoid, or decrease an obligation to pay or to transmit money or property to the commonwealth or political subdivision thereof; or
- (9) is a beneficiary of an inadvertent submission of a false claim to the commonwealth or political subdivision thereof, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the commonwealth or political subdivision within a reasonable time after discovery of the false claim shall be liable to the commonwealth or political subdivision for a civil penalty of not less than \$5,000 and not more than \$10,000 per violation, plus three times the amount of damages, including consequential damages, that the commonwealth or political subdivision sustains because of the act of that person. A person violating sections 5B to 5O, inclusive, shall also be liable to the commonwealth or any political subdivision for the expenses of the civil action brought to recover any such penalty or damages, including without limitation reasonable attorney's fees, reasonable expert's fees and the costs of investigation, as set forth below. Costs recoverable under said sections 5B to 5O, inclusive, shall also include the costs of any review or investigation undertaken by the attorney general, or by the state auditor or the inspector general in cooperation with the attorney general.

- (10) Notwithstanding the provisions of paragraphs (1) to (9), inclusive, if the court finds that:
- (i) the person committing the violation of said paragraphs (1) to (9) furnished an official of the office of the attorney general responsible for investigating false claims law violations with all the information known to such person about the violation within 30 days after the date on which the person first obtained the information;
- (ii) such person fully cooperated with any commonwealth investigation of such violation; and
- (iii) at the time such person furnished the commonwealth with the information about the violation, no civil action or administrative action had commenced under sections 5B to 5O, inclusive, or no criminal prosecution had commenced with respect to such violation, and such person did not have actual knowledge of the existence of an investigation into such violation, the court may reduce the assessment of damages to the amount of damages, including consequential damages, that the commonwealth or any political subdivision thereof sustains because of the act of a person.
- (11) A corporation, partnership or other person is liable to the commonwealth under sections 5B to 5O, inclusive, for the acts of its agent where the agent acted with apparent authority, regardless of whether the agent acted, in whole or in part, to benefit the principal and regardless of whether the principal adopted or ratified the agent's claims, representation, statement or other action or conduct.
- (12) Sections 5B to 5O, inclusive shall not apply to claims, records or statements made or presented to establish, limit, reduce, or evade liability for the payment of tax to the commonwealth, or any other governmental authority.
- (13) A person who has engaged in conduct described in paragraphs (1) to (9), inclusive, prior to payment shall only be entitled to payment from the commonwealth of the actual amount due less the excess amount falsely or fraudulently claimed.

**A full copy of this Act is available upon request.**

**Whistleblower Protection**

If you suspect any activity that violates state or federal law or regulation please report it immediately to your Supervisor or any member of upper management. It is the policy of MART to ensure that employees reporting suspected waste, billing claims errors, or fraudulent or abusive conduct in good faith are protected from any form of discrimination, retaliation, discipline, or adverse employment action.

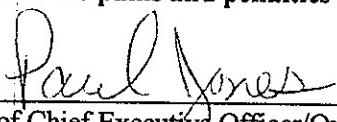
**ATTACHMENT M SIGNATURE PAGE  
FRAUD AND ABUSE POLICY**

I acknowledge that I have read, reviewed and understand all the provisions contained in the "Fraud and Abuse Policy".

I acknowledge that I have received a copy of the aforementioned document and understand that it is by reference made a part of this Agreement.

I hereby certify to abide by all the conditions, requirements and responsibilities contained in the aforementioned document.

Signed under the pains and penalties of perjury on this date: December 12, 2015



Signature of Chief Executive Officer/Owner or Designated Representative



Printed Name of Chief Executive Officer/Owner or Designated Representative



Printed Title

**ATTACHMENT N**  
**NON-COLLUSION AFFIDAVIT**

By executing this Non-Collusion Affidavit, the Transportation Provider affirms, under the pains and penalties of perjury, that said Transportation Provider has not and will not, directly or indirectly, enter into any agreement, participate in any collusion or otherwise take any action in restraint of free competitive proposals in connection with the Contract(s) signed with MART for the provision of transportation services.

Signed under the pains and penalties of perjury on this date: December 12, 2015

Commonwealth Community Recovery Division INC.

Company Name

Paul Jones

Signature of Chief Executive Officer/Owner or Designated Representative

Paul Jones

Printed Name of Chief Executive Officer/Owner or Designated Representative

CEO / DIRECTOR

Printed Title

**ATTACHMENT O  
RELEASE OF INFORMATION CONSENT FORM**

I Paul Jones  
Name of Employee

Commonwealth Community Recovery Division Inc.  
Transportation Provider Company Name

to disclose to Montachusett Regional Transit Authority (MART) and it's authorized representatives information as required by contract:

Personal Information to be viewed during Audit process which must meet contract compliance with results in good standing:

- Copy of driver's License
- Annual driving history
- CORI results (viewed by CORI certified authorized representative)
- Training record
- Applicable signed contract documents

**Required Documentation:**

- Employee's documented responses to MART inquiries, incidents/complaints

I the undersigned, understand that the above information is a contractual requirement for my employer under their MART Brokerage Transportation Provider Contract and that this information could also be shared with EOHS, HST, Commonwealth Care Alliance, Fallon Total Care, Network Health, legal and law enforcement agencies. By signing the Attachment O, I also attest that the records above are on file, meet contract compliance and that the results are in good standing.

03/23/16  
Date

Paul Jones  
Printed Name of Employee

Paul Jones  
Signature

03/23/16  
Date

Paul Jones  
Printed Name

Paul Jones  
Signature of Chief Executive Officer/  
Owner or Designated Representative

Additional personal information to be kept on file by my employer (the Transportation Provider) and attested to be in compliance with results in good standing:

- Pre-employment (if applicable) and Post Accident Alcohol/Drug Test Results
- Annual Health Records - Drivers must supply written health records on their physical condition and must be physically able to assist Consumers entering and exiting vehicles
- Physical exam (DPH only) prior to contact and bi-annually thereafter, if 70 years of age annual exam is required. TB test results- if positive (DPH only)
- Annual performance evaluation
- Written references

This original Attachment should be filled out by the authorized contract signatory and returned with contract. A copy of this form should be signed by all employees and the Transportation Provider Designated Representative and kept in their file for vendor audit.

**ATTACHMENT P**

Your contract package for FY16-FY20 (July 1, 2015 through June 30, 2020) includes an “Authorization Agreement for Direct Deposit (ACH Credits).” The language used in the Agreement includes standard banking industry language provided by MART’s financial institution. Most transportation providers for the Brokerage Program are already taking advantage of this reimbursement system which has been offered by the Montachusett Regional Transit Authority (MART) for the past number of years which sends your payment directly to your pre-designated business bank account. This option eliminates the paper check payment. You will receive backup documentation in your electronic payments.

Mark the payment option below by which you want to receive reimbursement:

Direct Deposit

Paper Check (if you select this item, It may take at least five days to receive your payment after the Direct Deposit payments are processed).

Paul Jones  
Signature of Chief Executive Officer/  
Owner or Designated Representative

Commonwealth Community Recovery Division Inc  
Company Name

Paul Jones  
Printed Name of Chief Executive Officer/  
Owner or Designated Representative

03/23/16  
Date

**SECTION 2  
TRANSPORTATION PROVIDER  
AGENCY SPECIFIC RATES**

**Montachusett Regional Transit Authority and Commonwealth Community Recovery Division Inc.  
MART Brokerage Transportation Provider Contract  
Effective July 1, 2015**

**MASSHEALTH and ICO RATES**

X **APPLIES TO TRANSPORTATION PROVIDER**

       **DOES NOT APPLY TO TRANSPORTATION PROVIDER**

Effective Date: 01-JAN-16 Vendor: COMMONWEALTH COMMUNITY RECOVERY DIVISION LLC (CCRD)

Source City	Dest City	Vehicle	Pick up	Mileage	Shared Ride		Comments
			Fee	Rate	In pickup fee	Pick Up Fee(No additional mileage applied)	
<b>Service Area: PIONEER VALLEY</b>							
AGAWAM	ALL	Taxi	18.00*	1.25	4	15.00*	0.00
CHICOPEE	ALL	Taxi	18.00	1.25	4	15.00	0.00
EAST LONGMEADOW	ALL	Taxi	18.00	1.25	4	15.00	0.00
EASTHAMPTON	ALL	Taxi	22.00	1.25	4	17.50	0.00
GRANBY	ALL	Taxi	22.00	1.25	4	17.50	0.00
HOLYOKE	ALL	Taxi	18.00	1.25	4	15.00	0.00
LONGMEADOW	ALL	Taxi	18.00	1.25	4	15.00	0.00
LUDLOW	ALL	Taxi	18.00	1.25	4	15.00	0.00
SOUTH HADLEY	ALL	Taxi	18.00	1.25	4	15.00	0.00
SOUTHAMPTON	ALL	Taxi	18.00	1.25	4	15.00	0.00
SOUTHWICK	ALL	Taxi	20.00	1.25	4	15.00	0.00
SPRINGFIELD	ALL	Taxi	18.00	1.25	4	15.00	0.00
WEST SPRINGFIELD	ALL	Taxi	18.00	1.25	4	15.00	0.00
WESTFIELD	ALL	Taxi	20.00	1.25	4	15.00	0.00
WILBRAHAM	ALL	Taxi	18.00	1.25	4	15.00	0.00

Montachusett Regional Transit Authority and Commonwealth Community Recovery Division Inc.  
**MART Brokerage Transportation Provider Contract**  
Effective July 1, 2015

**DEPARTMENT OF DEVELOPMENTAL SERVICES/DAYHAB/ICO FUNDED ROUTES**

                 **APPLIES TO TRANSPORTATION PROVIDER**

  X   **DOES NOT APPLY TO TRANSPORTATION PROVIDER**

**ATTACHMENT Q**  
**DDS HST AGREEMENT TO RESPECT CONSUMER RIGHTS**  
**(Program-Based Transportation Requirement)**

Transporting HST Consumers is a very important and valuable function. Drivers and Monitors are encouraged to communicate with program staff, families and supervisors in order to allow the transportation system to work effectively and benefit all persons involved. Communicating information (no matter how small it may seem) about client behaviors will make follow-up easier and a repeat of the same situation less likely. The following is a list of common prohibitions in order to avoid violation of Consumer rights:

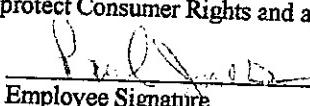
- A. Do not yell at Consumers (for any reason).
- B. Do not fight/yell amongst each other (i.e., driver to monitor, monitor to monitor, etc.).
- C. Do not use foul language.
- D. A driver or monitor may never hit or physically abuse a Consumer or anyone.
- E. Do not use a seat belt as a form of behavioral restraint unless written authorization has been submitted by the Agency.
- F. Do not leave a Consumer without someone to receive them at their residence or day program unless written authorization has been submitted by the Agency.
- G. Do not change a Consumer's destination or pick-up or drop-off spots without authorization from your supervisor.
  - 1) Any violation of the above Consumer rights should be reported to your supervisor immediately. You also may have to fill out an incident report. Your supervisor can advise and assist you.
  - 2) If the incident is harmful, dangerous, inhumane or constitutes mistreatment toward the Consumer, you also have to contact the Agency (DDS Regional Investigations Office or HST Office, as applicable).
  - 3) If the incident also caused serious physical or serious emotional injury to the Consumer or constitutes sexual misconduct, you must also report it to the Disabled Persons Protection Commission (for DDS Consumers) at 1-800-426-9009; or the Elder Abuse Hotline (for elders 60 years of age and older) at 1-800-922-2275; or the Department of Children and Families (DCF for children up to 18 years of age) at: 1-800-792-5200.

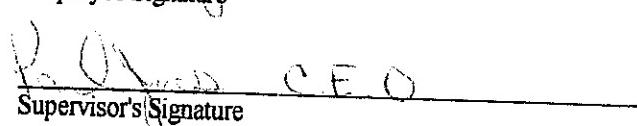
In the event a behavioral situation should occur on your vehicle, the following guidelines will help you to maintain the Consumer's rights.

- H. Only approved behavior plans should be used to deal with behavioral incidents on the vehicle. These plans will be reviewed during regular meetings and updated as necessary.
- I. Drivers must secure monitor assistance (when available) to ensure that all passengers are protected from harm while riding on the vehicle.
- J. Monitors should be sitting among the Consumers and attending to their needs, not sitting next to the driver.
- K. All Consumers will be treated with respect and dignity.

I have received, read and understood this agreement to protect Consumer Rights and agree to follow it.

DATE: 12/04/15

  
Employee Signature

  
Supervisor's Signature

DDS Investigations: Region I: 413-731-7742; Region II: 508-845-9111; Region III: 978-774-5000;  
Region V: 508-866-5000; Region VI: 781-314-7530.

This original Attachment should be filled out by the authorized contract signatory and returned with contract. A copy of this form should be signed by all employees and kept in their file for vendor audit.

**DEPARTMENT OF MENTAL HEALTH FUNDED ROUTES**

                 **APPLIES TO TRANSPORTATION PROVIDER**

      X       **DOES NOT APPLY TO TRANSPORTATION PROVIDER**

**DEPARTMENT OF PUBLIC HEALTH/EARLY INTERVENTION PROGRAM FUNDED  
ROUTES**

                 **APPLIES TO TRANSPORTATION PROVIDER**

X **DOES NOT APPLY TO TRANSPORTATION PROVIDER**

The Transportation Provider has acknowledged that they have carefully read and understand the contract with all of its terms and attachments.

**Witness Whereof, MART and Commonwealth Community Recovery Division Inc., have caused this Agreement to be executed as a legal document by their respective authorized officers as of the date and year written below.**

MONTACHUSETT REGIONAL  
TRANSIT AUTHORITY

Mohammed H. Khan

Signature of MART Administrator /or  
Designated Representative

MART Administrator

Title

Mohammed H. Khan

Printed Name

Date

2/3/14

Commonwealth Community Recovery Division  
Inc.

Paul Jones

Signature of Chief Executive Officer/  
Owner or Designated Representative

CEO/Director

Title

PAUL JONES

Printed Name

Dec 12, 2015

Date